

TENDER SPECIFICATION

Tender Specification No BHE/PW/HRX/WR-TRF/1304/02

FOR

Maintenance of BHEL Transit Flat

VOL-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

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders having **Maintenance of BHEL Transit Flat** (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	T.S. NO. BHE/PW/HRX/WR-TRF/1304/02
ii	Broad Scope of job	Running & Maintenance of BHEL Transit Flats at Shree Krishna Apartment, Mecosabuag, Nagpur.
iii	DETAILS OF TENDER DOCUMENT	
<i>PART- Tender Specification Applicable</i>		
<i>PART-II</i>		
	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Start of Sales	Start: 17/02/2015 Closes:, 16.00 Hrs
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 27/02/2015 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: R.Raju / Sr. Executive(H.R) Manish Tripathi / Asst.Officer (H.R)
vi	OPENING OF TENDER	27/02/2015, Time :16.00 Hrs <i>Notes:</i> <i>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i> <i>(2) Bidder may depute representative to witness the opening of tender</i>
vii	EMD AMOUNT	Rs.10,000/- (Rupees Ten Thousand Only)
viii	COST OF TENDER	NA
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: Atleast 2 days before the due date of offer submission</i>
x	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	
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- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, **in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender**, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 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 superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	

ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>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.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
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.	Part – I: <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, General Conditions of Contract etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Part – 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.	

PART-I B

	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</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>	

PART-II

	<p>PRICE BID consisting of the following shall be enclosed</p>	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID)</p>	

	TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

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

SPECIAL NOTE : All documents/annexure 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 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally 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 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.~~
- 10.0 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.
- 11.0 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.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.

- 13.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, etc. and date of opening of price bids shall be intimated to only such bidders.
- 14.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 15.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 16.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 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.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 21.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 22.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 23.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid (Part-II)
 - d. Technical Bid (Part-I)
 - e. General Conditions of Contract (GCC)

for BHARAT HEAVY ELECTRICALS LTD

Sr.Executive/ HR

Contact details

1) Shri. R Raju/ Sr.Executive (HR)

PH : 0712-3048720, E-mail: raju@bhelswr.co.in

2) Shri. Manish Tripathi/ Asst. Officer (H.R)

PH: 0712-3048646, E-mail: manisht@bhelswr.co.in

PRE QUALIFYING REQUIREMENTS (Annexure-I)

JOB	Running & Maintenance of BHEL Transit Flats at Shree Krishna Apartment, Mecosabuag, Nagpur.
TENDER NO	BHE/PW/HRX/WR-TRF/1304/02

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</u> Bidder must have successfully executed any Maintenance work of Canteen/Guest House in BHEL / Any Maharatna / Navratna P.S.U Co's {i.e. Bidder must meet (B.1.1 or B.1.2 or B.1.3)} in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1.1) Single work order of Rs 4 Lakhs or of more value. OR B.1.2) Two work orders of Rs 2.5 Lakhs or of more value. OR B.1.3) Three work orders of Rs 2 Lakhs or of more value.</p> <p>Necessary document proof viz. Work order & Completion certificate to be furnished by bidder to establish above.</p>	APPLICABLE	
C	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
D	<p>Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL
E	Consortium criteria	NOT APPLICABLE	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. 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 2. '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 3. The value of work (Experience submitted against PQR B) shall be updated as per the PVC 			

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	indices for “All India Avg. Consumer Price Index for Industrial Workers” with base month as date of execution (completion of contract/work) and indexed up to two months prior to bid opening month.
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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.

IMPORTANT INFORMATION

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. All Statutory Requirements as applicable for this job shall be complied.

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Check List

Bidder should duly fill all information in table given below:

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (✓) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
			APPLICABILITY BIDDER REPLY
5	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
6	Copy of PAN Card submitted	Applicable	YES/NO
7	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
8	Integrity Pact	Not Applicable	---
9	Declaration by Authorised Signatory submitted	Applicable	YES/NO
10	No Deviation Certificate submitted	Applicable	YES/NO
11	Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
12	Declaration for relation in BHEL submitted	Applicable	YES/NO
13	Non-Disclosure Certificate submitted	Applicable	YES/NO
14	Bank Account Details for E-Payment submitted	Applicable	YES/NO
15	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO

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

DATE :
AUTHORIZED SIGNATORY

(With Name, Designation and Company seal)

Chapter – I Work Description

BHEL is having a transit flat at Shree Krishna Apartment, consisting of (Three Flats) eight bed rooms, three halls , Kitchen, etc (Main block) and (three flats) consisting of six rooms, halls, etc. in back side (additional area)

The following services are to be provided by the Agency:

- 1) To maintain all the areas both main blocks as well as the additional area (all room with attached toilet cum bath rooms), Kitchen, drawing and dining halls etc.
- 2) To provide services of Minimum three to four persons, viz, One Supervisor, one or two cook and one helper with proper uniform, round the clock.
- 3) The complete areas under contract shall be cleaned regularly every day using necessary cleaning materials etc.
- 4) To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil in bath rooms, etc.
- 5) To provide one soap for guests
- 6) To provide clean and washed towels, bed spreads, pillow covers for guest and the same shall be changed once in three day or on arrival of a new guest, whichever is earlier.
- 7) The agency shall maintain the complete area (both main block and additional area) and the common place of use in hygienic clean condition at all time
- 8) The agency shall be liable to comply with all the rules and regulations in respect of all the labour laws and statutory requirements including the safety regulation.
- 9) TDS as applicable shall be deducted and Certificate to the effect shall be issued. Service Tax as applicable shall be paid extra, subject to producing proof of remittances by the agency.
- 10) Offer is sealed cover to be submitted under two bid basis, one sealed envelope containing EMD, previous experience details & the Tender Specification duly signed by the agency (Comm Bid) & another envelope containing only Price bid, filed in the enclosed proforma.
- 11) Preparation of breakfast, Lunch, Snacks and supper, tea and coffee, etc. for guests. The Contractor shall be responsible for procurement of raw materials and ingredients. The rates of Breakfast/Lunch/dinner, etc. shall be discussed with the contractor mutually and finalized. Payment on this account shall be collected by contractor from guests directly.

Chapter – II GENERAL

- 1) Initially the contract shall be awarded only for 3 Months under trial basis. On satisfactory completion of initial trial period the contract shall be awarded for one year including the three months trial period awarded earlier. Thereafter the contract shall be extended/may considered for a further period of one more year on same rate & terms of conditions.
- 2) The contractor shall maintain the complete premises in hygienic condition all the time
- 3) Commercial Gas connection shall be provided by BHEL. Gas stove depending upon the requirement (and refills are to be done by caterer)
- 4) Quality, quantity of food and promptness of service is the essence of the contract to be rendered by the caterer. In case the same is found to be poor BHEL has the right to terminate the contract without assigning any reasons there off.
- 5) Contractor shall produce the bill with all necessary enclosures on monthly basis to HR dept and payment will be made within 15 days of receipt of bill.
- 6) Vendors may seek clarification from BHEL before quoting and the vendors will be deemed to have understood the entire scope of the work. Any interpretation of the terms and conditions of this tender by BHEL will be binding on the vendor.
- 7) Bidder should submit a copy of PAN Card.
- 8) The quotations are to be submitted in a sealed cover with the price bid (Annexure II) with rates quoted and signed by the vendor.
- 9) An amount of Rs. 10,000/- is required to be paid the agency toward EMD in favor of Bharat Heavy Electricals Limited by DD payable at Nagpur. The tenderer is not entitled for any interest on the deposit or any right for award of the contract. **The deposit amount shall be forfeited if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof or fails to enter into agreement and take up the work within one week of awarding the contract.**
- 10) Offers received without the EMD shall be rejected. EMD of unsuccessful bidders shall be refunded after award of work/ conclusion of tender. Earnest Money Deposit shall be returned to all un-successful tenderers only through **e-mode (Electronic Fund Transfer)** . Necessary e-payment form is enclosed with this tender. This form shall be duly filled and submitted along with the offer (Original Forms should be submitted).
- 11) Security Deposit shall be collected from the successful tenderer. **A fixed Security deposit of Rs.25,000/- shall be applicable for this job.**

11.1) Modality of submitting Security deposit is detailed below;

1. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:
2. The security Deposit should be furnished before start of the work by the contractor.
3. Security Deposit may be furnished in any one of the following forms

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- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) 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 pledged in favour of BHEL and discharged on the back).
- v) 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
- vi) 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, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

4. The Security Deposit shall not carry any interest.
5. 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.
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 acceptance of Final Bills of the Contractor, by BHEL.
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 fulfill 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.

11.2 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.

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- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

The Security Deposit shall be remitted before start of the work by the contractor. The EMD amount shall be converted as security deposit and the balance amount shall be remitted. Alternatively, a Bank Guarantee for the said sum may also be provided in lieu of the deposit. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the tenderer shall be liable to compensate BHEL for any loss incurred by BHEL.

The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract. BHEL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against this contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

- 12) BHEL has no responsibility whatsoever on the Contractor's employees and the Contractor will be solely responsible for managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- 13) BHEL reserves the right to terminate the contract without assigning any reason and compensation by giving one month's notice if it is found that the services are not satisfactory.
- 14) The contractor should bear in mind that the services to be rendered for running and maintenance of transit flats must be trouble free and to the entire satisfaction of BHEL. It is the responsibility of the contractor to deploy efficient manpower.
- 15) Accepted rates (Service Charge) shall be inclusive of all taxes, duties etc. except Service Tax which shall be paid by BHEL separately at actual on submission of supporting documents.
- 16) The Contractor shall be solely responsible for providing all requirements of his personnel, including Payment of wages and all allowances to it's employees as per the Maharashtra Governments Minimum Wages Act.

Chapter – III Facilities and T&P's in the Scope of Contractor/BHEL

ITEMS TO BE PROVIDED BY THE AGENCY:

IN EACH ROOM

- ❖ White bed sheet
- ❖ White Pillow Cover
- ❖ White Towels
- ❖ White Hand Napkins
- ❖ Hangers in Wardrobes
- ❖ Liquid Mosquito Repellant in each room and at Halls
- ❖ Water jugs with glass & Lid in a small tray'
- ❖ Two Nos plastic buckets & Mugs in both rooms & WC
- ❖ Plastic soap case in the Bath rooms

ITEMS PROVIDED BY B.H.E.L.

- ❖ Cots
- ❖ Mattresses
- ❖ Pillows
- ❖ Writing Table with Chair
- ❖ Curtains
- ❖ Dining Tables with Chairs
- ❖ Water Cooler
- ❖ Fridge
- ❖ Sofa Sets with Centre Tables
- ❖ Gas Stove
- ❖ Cup Boards
- ❖ Bed Side Tables
- ❖ Televisions (As per requirement)

Note:

1. Agency to provide Cable connections to all TVs, take reimbursement against producing the bills.
2. Agency to provide Newspapers, dailies, etc. as per the requirement and take reimbursement against producing the bills.
3. All routine maintenance, both electrical & civil including consumables viz. Bulbs, Tubes, cleaning material, etc. expect major repairing works, shall be carried out by the agency.
4. Common maintenance charges, Electricity & Water charges shall be provided by BHEL.

Chapter – IV

4.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)

4.1. For All types of works excepting works covered under sl no 4.2

4.1.1

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 and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

4.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & 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 (presently 12.36 %) on the admitted bill value.

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 Service Tax and Cess 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, classification and value of taxable service provided and,**
- 4. The service tax payable thereon.**

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax 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.

8.1.2 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

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In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

4.2 'Enabling Works'

~~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. (i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties)~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

4.3 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. Such impact shall be taken care of by the Price

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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.

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)

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.

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

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

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

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BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.------(Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at Nagpur only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the

Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.