Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:042 **Tender Notice** Dt.11.02.2020

To
M/s JOHNSON LIFTS PRIVATE LIMITED(vcode:70279)
PLOT No. 1, EAST MAIN ROAD
ANNA NAGAR WESTERN EXTN,
CHENNAI 600101 INDIA

Sub:

Inviting Bid for "**Comprehensive Biennial Maintenance Contract for Lift in Main Canteen at BHEL-PPPU, Thirumayam**".

Please submit your competitive bid for the following scope of work as per the terms and conditions given in this Tender Notice.

Tender Ref No	PPPU: WC:19:042 Date : 11.02.2020		
Scope of work	**Comprehensive Biennial Maintenance Contract for Lift in Main Canteen at BHEL-PPPU, Thirumayam**		
Location of work	**BHEL-PPPU, Thirumayam**		
Duration of Contract	**2 (TWO) Years from the Commencement date as mentioned in Letter of Indent .**		
Due Date / Time for submission of tender	**ON OR BEFORE 14.00 hrs. 19.02.2020**		
Place of Submission of Tender Document.	Tender Drop Box at **Works Contracts Department First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.**	(Or)	Sent through Post or courier to **Sr. Manager/ Works Contracts Department, First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.**
Date / Time & place for opening of Tender	**14.30 hrs. on 19.02.2020 or immediately after receipt of Tender** At Works Contracts Department Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.		
Extension of Due Date for submission of tender & Date for Opening of Technical Bid, if any	Please check the Websites [http://www.bhel.com(Tender Notification page) or https://eprocure.gov.in/cppp/] for another one week , for the extension of Due Date for submission of tender and Date for Opening of Technical Bid, if any.		
EMD – Exempted			

Place
Date

Signature of the Bidder
(NAME &ADDRESS WITH SEAL)

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Tender No: PPPU: WC:19:042 **Tender Notice** Dt.11.02.2020

INSTRUCTIONS

This Tender is subject to General terms & conditions (which is enclosed).

- *All Terms & Conditions shall be duly signed and stamped in all pages.*
- *RATE shall be furnished in the enclosed "PRICE BID FORMAT", duly signed and sealed.*
- *All the above documents shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender ref no. & date and Due Date.*
- *Tenderer should submit their bid before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.*
- *At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.*
- *Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.*
- *BELATED and incomplete bids will become liable for rejection.*

Thanking you,
For Bharat Heavy Electricals Ltd.

S.Venkatesan
DGM/ Contracts,
Power Plant Piping Unit
BHEL -Thirumayam - 622507
Contact No. 04333-279551
svenkatesan@hel.in

Place
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I. COMPLIANCE CRITERIA: -

1. The contractor should have an Income Tax Registration (PAN). (Details of self-attested copy to be furnished)
2. The Bidder should have valid GST Registration Number / Application Reference Number.
3. The Applicable rate of GST is to be filled in the Compliance Criteria in Annexure – A.
4. Duly signed certificate of compliance in bidder's letter head shall be attached.
5. On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations for their workmen deputed for this work.
6. To be declared not Convicted by court of law, banned, blacklisted, suspended by any State / Central Govt. & PSUs on any grounds as on date. (To be declared as in "General Details" which is to be submitted in bidder's letterhead)

NOTE:

All supporting documents shall be signed & stamped in each page "***as a token of acceptance of tender term and conditions***" by the bidder before submission.

II. SCOPE OF WORK:

Under this CBMC M/s JOHNSON Lift Limited will maintain the elevator equipment at PPPU Canteen to achieve trouble free operation for TWO YEARS as described in the following terms and conditions.

UNPRICED BILL OF QUANTITY

Sl NO	Description	Unit of Measurement	Quantity
1	Comprehensive Biennial Maintenance Contract for Lift in Main Canteen at BHEL-PPPU, Thirumayam	QUARTER	8

III. WORK SPECIFIC TERMS AND CONDITIONS:

1. M/s Johnson Lift Limited should maintain and ensure the trouble free operation of the lift available in the canteen of PPPU under the supervision of trained and qualified personnel.
2. M/s Johnson Lift Limited should regularly and systematically examine, adjust, lubricate various parts, as and when required, and depending on conditions they should supply, repair or replace the following parts, free of cost.

   Machine, motor and controller parts including worms, gears, thrust bearings, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistance for operating and motor circuits, magnet frames and other mechanical parts.

   Only genuine JOHNSON parts should be used for replacing the faulty parts.

3. M/s Johnson Lift Limited should renew guide shoe jibs or guide rollers, whenever in BHEL's judgment it is necessary, to ensure smooth and quiet operation except where roller guides are used to keep the guide rails properly lubricated.

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4. M/s Johnson Lift Limited should renew all wire ropes as often as in BHEL judgment is necessary to maintain an adequate factor of safety by equalizing the tension on all hoisting ropes and repairing or replacing conductor cable.

5. M/s Johnson Lift Limited should replenish Johnson's lubricants to rigid specifications.

6. M/s Johnson Lift Limited should examine, lubricate, adjust and if in BHEL's judgment conditions warrants, repair or replace all necessary equipment furnished and installed by contractor.

7. M/s Johnson Lift Limited should examine during the monthly preventive maintenance all safety devices and make their customary annual safety tests.

8. All works are to be performed normally during regular working hours of regular working days.

9. This contract includes every month periodic preventive maintenance of this lift and unlimited breakdown maintenance for TWO YEARS.

10. Unlimited breakdown calls should be attended within 12 hrs. from the time of intimation.

11. A Service report / preventive maintenance check list for work done by the contractor should be prepared by the representative at every visit for each work done and the signature of the area executive in-charge should be obtained. A copy of the same shall be submitted to the area executive.

12. In case of any renovation of the above mentioned lift, BHEL reserves the right to short close the contract.

13. The AMC shall include the cost of spares (replacement/repair), and consumables such as lubricants etc., and all other costs. No additional cost will be paid other than the AMC commitment.

14. The AMC does not cover any damages caused due to misuse or mishandling of the equipment.

IV. GENERAL:

1. The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.

2. The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.

3. Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.

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4. With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.

5. Any addition/deletion on the scope of work and terms & conditions under this contract shall be implemented based on mutual discussions between the "company" and the "contractor".

6. Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:
   i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
   ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Head of the BHEL Unit/Region/Division issuing the Contract. The place of arbitration shall be at Thirumayam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
   iii) All disputes shall be subject to the exclusive jurisdiction of the Courts at Pudukkottai.

V. COMMERCIAL TERMS & CONDITIONS:

01. RATE:

a. Rate should be quoted in Rupees as numerals and in words in the attached price bid format.
b. The rates quoted should **be Exclusive of GST (but inclusive of any other taxes & duties)** levied or to be levied both by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.)
c. The applicable rate of GST in % should be mentioned in the Annexure A (COMPLIANCE CRITERIA).
d. Composition scheme or otherwise shall be mentioned by the vendor in the Technical Bid Format.
e. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
f. The rates quoted in the tender shall remain **valid** initially for a period of at least **30 days** from the date of opening of Tender. After successful award of contract, the rates shall be firm throughout the contract period.
g. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
h. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
i. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

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j. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS) as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

02.Contract Period

01. The contract execution period will be for a period of 24 Months from the date of commencement of work.
02. If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.
03. The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving one month's notice.

03. BILLING PROCESS & PAYMENT TERMS:

1) Vendor may claim the bill/invoices Once in a Quarter to the area in-charge. The invoices will be accepted on ensuring the following conditions
   i. The bills shall confirm to the GST compliance and norms with SAC code of service.
   ii. The bill shall include the work order No, GST No, service period etc.
   iii. The bills shall be given in triplicate (in-original) and shall be error-free.
   iv. The current/previous month HR clearance shall be attached. The HR clearance shall be obtained by the contractor from HR-PPPU, which is to be submitted along with the bill.
   v. The quantum of work details (copy of relevant log books) shall be attached in the annexure.
   vi. The proof of payment of taxes, if any, to be submitted along with each bill.
   vii. The proof of payment (bank transaction copy) to workmen to be submitted along with each bill.
2) Only one bill will be accepted at once in a month. Vendor may club the months in the same bill.
3) The contractor has to disburse the salary / wages for their workmen only through bank (RTGS / NEFT). The relevant bank statement / proof for bank payment should be produced along with PF, ESI and challans to welfare section every month.
4) On submission of error free bill, the bill will be processed and payment will be made by BHEL after 45 days through RTGS/EFT to the contractor. Necessary GST returns have to be filed in due time for claiming of payment of invoice.
5) GST on penalty will also be recovered in addition to penalty from running bills.

04.TAXES AND DUTIES:

a. GST portion of invoice will be released only upon:
   - Vendor declaring such invoice in his GSTR-1 and
   - Receipt of goods and tax invoice by BHEL and
   - Confirmation of payment of GST thereon by vendor on GSTN portal

b. In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills and/or SD etc) from BHEL.

c. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law

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will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills and/or Security deposit etc from BHEL.

Note: Three copies of GST rule compliant tax INVOICE with original signature to be submitted every quarter on completion of work.

05.PENALTY CLAUSE:

If the contractor fails to attend the service/work as per terms and condition of the work order within the delivery schedule, 0.5% of the order value (for that particular invoice) will be deducted for each week of delay or part there of subject to a maximum of 10% of the total contract value .

Note: GST on Penalty will also be recovered in addition to penalty from running bills.

06.RISK PURCHASE:

1) In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract Terms & Conditions / Obligations, explicitly expressed or implied, as per Tender / Contract, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL service requirements and additional expenditure if any including consequential cost shall be totally recovered from the contractor who failed to complete the job in line with the BHEL tender / contract.
2) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor and also 5% overhead charges to be added in addition to extra expenditure to BHEL.

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Checklist for Documents to be submitted to HR/Welfare Section*				
S.No	**Document type**	**Scheduled Date**	**Periodicity**	**Remarks**
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract labour (R&A) Act	On commencement and Completion of the Contract	Twice (Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	To be checked and cleared by HR Dept
9	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
10	Canteen Usage Request format	To be submitted immediately on award of contract	One time / as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to

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VI. CONDITIONS RELATED TO THE WELFARE OF LABOURS:

1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply shall be submitted on award of contract.
2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages (including BHEL additional wages) to the employees on monthly basis. He has to remit 13% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25% of monthly wages should be remitted as PF i.e. each employee. The percentages mentioned are indicative in nature. The PF shall be remitted as per the existing Government guidelines.
3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan (for the billing period) for the engaged labor has to be submitted for bill processing.
4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

The minimum wages is given below for reference:

Sl. No	Category	Minimum Wages per day (Rs)		
		Basic	DA	Total
1	**Un Skilled Worker**	258.50	176.00	434.50
2	**Semi-Skilled Worker**	271.00	176.00	447.00
3	**Skilled Worker**	278.50	176.00	454.50
4	**Supervisor**	295.00	176.00	471.00

(The above table is for illustrative purpose only. Govt circular shall be followed.)
Apart from the above, an additional monthly payment of 3200/- for Unskilled, 3700/- for Semi-Skilled worker, 4100/- for skilled worker & supervisor, 4300/- for highly skilled worker as applicable from time to time is to be ensured.

9) If the contractor employs more than twenty employees, he has to obtain license to this effect from

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the Factory Inspectorate and renew the same periodically.

10) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work.
Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
11) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
12) **The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS)/NEFT. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.**
13) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
14) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.

- The Workmen Compensation Act 1923,
- The Payment of Wages Act 1936 and the related Tamil Nadu Rules,
- The Industrial Disputes Act 1947,
- The Factories Act 1948 and the related Tamil Nadu Rules,
- The Minimum Wages Act 1948 and the related Tamil Nadu Rules,
- Employee's Provident Funds & Miscellaneous Provisions Act 1952,
- The Payment of Bonus Act 1965.
- The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
- The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.

VII. GENERAL TERMS & CONDITIONS

01. DEFINITION: In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

a) The **"Contract"** means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
b) The **"work"** means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
c) The **"contractor"** means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
d) "The **Officer-In charge"** means, the Officer deputed by the Head of Dept. /Executing Dept., to supervise the work or part of the work.

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e) **"Approved" and "Directed"** means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.

f) BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.

g) The **"Contract sum"** means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A **"week"** means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A **"day"** means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

j) A **"working day"** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

02. HEADING TO THE CONTRACT CONDITIONS:
The heading to these conditions shall not affect the interpretations thereof.

03. WORK TO BE CARRIED OUT:
The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

04. ORDERS UNDER THE CONTRACT:
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

05. DEVIATIONS:
The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

06. ASSIGNMENT OF TRANSFER OF CONTRACT:
The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

07. SUB-CONTRACT:
The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

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08. COMPLIANCE TO REGULATIONS AND BY-LAWS:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

09. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

a. *Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.*

b. *Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.*

c. *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*

d. *Invoices will be processed only upon completion of statutory requirement and further subject to following:*
Vendor declaring such invoice in Form GST ANX-1
Receipt of Goods or Services and Tax invoice by BHEL

e. *As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).*

f. *In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.*

g. *In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest(currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor*

h. *In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.*

i. *Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If*

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there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

k. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. CONTRACTOR'S SUPERVISION:

a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., to act in his stead.

b) Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

c) The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.

d) BHEL-PPPU, THIRUMAYAM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

11. LABOUR:

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

12. PRECAUTIONS AGAINST RISK: The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN : The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Indian Laws for time being in force.

(i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

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15. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall: -

- Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

- Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

OR

- Fails to carry out the work and unauthorized absence for more than 3 days.

1) Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/PPPU which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.

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2) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

17. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by HOD/Executing Dept., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. SPECIAL POWER TO TERMINATION: If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the HOD/Contracts Dept. or his authorized representative, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

20. RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or he shall pay the claim on demand.

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21. **POST TECHNICAL AUDIT OF WORK AND BILLS: -** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof. However, no such recovery shall be enforced after three years of passing the final bill.

22. **FORCE MAJEURE CLAUSE:** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.

23. **ARBITRATION & CONCILIATION:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

- The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Pudukkottai.
- The cost of arbitration shall be borne as per the award of the Arbitrator.
- Subject to the arbitration in terms of Clause above, the Courts at Pudukkottai shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special

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Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

24. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Pudukkottai, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 26.

25. SIGNING OF CONTRACT:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

26. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorized activity.

27. STATUTORY REQUIREMENTS:

a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST / SGST / IGST / UTGST Act and all other applicable Acts shall be complied with by the Contractor.
b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
c. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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28. REGISTERS & RECORDS:

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

29. REMOTE TRANSACTIONS:

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

30. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

31. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS /CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors In line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on http://www.bhel.com on "supplier registration page"

33. GENERAL

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

34. NOTICE OF ACCIDENTS:

1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI /

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Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.

2) The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

35. GOVERNMENT LAW'S COVERING UNDER THIS CONTRACT:

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

36. THE CONTRACT LABOR (REGULATION & ABOLITION) ACT 1970 AND THE RELATED RULES:

- The minimum wages Act 1948 and the related rules
- The payment of wages Act 1936 and the related rules.
- The Factories Act 1948 and related Tamil Nadu Rules.
- The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- The Employees State Insurance Act 1948.
- Workmen Compensation Act 1923
- Payment of Bonus Act 1965
- Maternity Benefit Act, 1961
- Payment of Gratuity Act, 1972
- Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- Equal Remuneration Act, 1976
- Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time.

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Date

Signature of the Bidder
(NAME &ADDRESS WITH SEAL)

11/02/2020

Tender No: PPPU: WC:19:042 Dt. 11.02.2020

CERTIFICATE OF COMPLIANCE

(To be submitted in bidder's letter head)

To

Senior Manager / Contracts
Power Plant Piping Unit,
BHEL - Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Pre-Qualification criteria,
2. Scope of work,
3. Commercial Terms & Conditions,
4. Conditions Related to The Welfare of Labors
5. General Terms and Conditions.
6. Technical Bid
7. RTGS/NEFT Format
8. PRICE BID Format

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

Declaration:

i. ***If the contract is awarded to us the prices shall be kept firm till the completion of contract.***
ii. ***I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.***
iii. ***I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.***
iv. ***I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.***
v. ***I/We declare that we don't have any deviations to the tender terms and conditions.***

Place
Date

Signature of the Bidder
(NAME &ADDRESS WITH SEAL)

11/02/2020

Tender No: PPPU: WC:19:042 Dt. 11.02.2020

GENERAL DETAILS:

(To be submitted in Bidder's letterhead)

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	
05	*Vendor code allotted by **BHEL if any***	

I. ***I/We are not convicted by court of law, suspended, blacklisted or banned by any State / Central Govt. & PSUs on any grounds as on date.***

II. ***On award of contract, I/We accept that "I/We shall comply with all the statutory requirements of PF and ESI/GI Rules and Regulations for the workmen deputed for this work".***

Place
Date

Signature of the Bidder
(NAME &ADDRESS WITH SEAL)

11/02/2020

RTGS/NEFT FORM

To
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
	Details of Bank Account:	
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **Original cancelled cheque leaf is sent herewith (or) Scanned copy of cancelled cheque leaf sent through e-mail, of the above account.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:
DATE:

(Manager / Officer's)
Signature Under Bank stamp and Name Seal
with Membership No :
(Telephone / Mobile No)

Forwarded **to Accounts Dept.**

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Place
Date

Signature of the Bidder
(NAME &ADDRESS WITH SEAL)

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ANNEXURE A

COMPLIANCE CRITERIA

S NO	COMPLIANCE CRITERIA	BIDDER's RESPONSE
01	The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)	PAN No. _____ (PROOF ATTACHED / PROOF NOT ATTACHED)
02	The Bidder should have valid GST Registration Number / Application Reference Number.	GST No. _____ (PROOF ATTACHED / PROOF NOT ATTACHED)
03	Applicable GST rate in %	_____%
04	Certificate of Compliance in Bidder's Letter Head	(PROOF ATTACHED / PROOF NOT ATTACHED)
05	On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations for their workmen deputed for this work.	(To be accepted as in "General Details" which is to be submitted in bidder's letterhead)
06	To be declared not Convicted by court of law, banned, blacklisted, suspended by any State / Central Govt. & PSUs on any grounds as on date.	(To be declared as in "General Details" which is to be submitted in bidder's letterhead)

Place
Date

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Signature of the Bidder
(NAME &ADDRESS WITH SEAL)

PRICE BID FORMAT **ANNEXURE-B**

SL. NO	DESCRIPTION	UOM	Period of Contract (Quantity) (A)	UNIT RATE (₹) (B)	Total VALUE (₹) C = (A) x (B)
1.	Comprehensive Biennial Maintenance Contract for Lift in Main Canteen at BHEL-PPPU, Thirumayam for 2 Years	QUARTER	8	₹ _____/- PER QUARTER (Rupees _____ _____ _____ only) - PER QUARTER	₹ _____/- (Rupees _____ _____ _____ only)

NOTE:

01. Amount should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.

    (i) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

02. The amount should be quoted **excluding GST,** but inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.

03. Quotation should be valid for a period of **30** days from the date of Tender opening.

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(NAME &ADDRESS WITH SEAL)

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04. In Price bid opening, L1 will be decided based on the **minimum** of "Landed Cost" to BHEL, [i.e. Grand Total Value quoted and applicable GST amount] on single vendor basis. if there is a tie in quoted L1 amount (Landed Cost), revised reduced price will be obtained from the L1 vendors. Even after receipt of revised price, if tie still persists, then ranking will be decided based on Lot system.
05. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
06. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied and **excluding GST** etc. has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.
07. No other pre conditions along with your offer will be entertained by BHEL.
08. The bidder shall quote only the lowest possible unit rate that can be offered for the intended quantity.
09. The contractor while quoting shall take care of units specified against item in bill of quantities.

NOTE: **Estimated qty indicated above will be used for arriving at total cost for evaluation of tender but should not be taken as firm commitment.**

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(NAME &ADDRESS WITH SEAL)