

भारत हेवी इलेक्ट्रिकल्स लिमिटेड **Bharat Heavy Electricals Limited**

Corporate Office: BHEL House, Siri Fort, New Delhi-110049 Tele No. 011-66337401

निविदा आमंत्रण स<u>ुचना/ NOTICE INVITING TENDER</u> (SINGLE TENDER)

To,

M/s VR Asset Reckoners & Consultants LLP 205. Rohit House, Tower - 2, Tolstoy Mara, Connaught Place, New Delhi - 110001

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate/Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under one-part bid system (Techno commercial Part & Price Part) for "Hiring the Services of a consultancy firm for the determination of 'Open Market Price' for the purpose of GST for buy back of items issued to employees under various schemes".

Please submit your competitive offer for the above subject work as per the tender terms & conditions,

SCHEDULE TO TENDER

1.	Tender Reference No.	No. AA: GAX: 21: CE: 101					
2.	Date of Issue of Tender:	12-07-2021					
3.	Tender Title:	"Iliring the Services of a consultancy firm for the determination of 'Open Market Price' for the purpose of GST for buy back of items issued to employees under various schemes"					
4.	Last date/ time for receipt of tender:	15-07-2021 by 02:00 PM					
5.	Date/ time of opening of bid:	15-07-2021 by 02:30 PM					
6.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049					
7.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort					
8.	EMD (₹):	Nil					
9.	Security Deposit (₹):	Nil					
10.	Minimum Validity of tender offer:	60 days from the due date of submission of offer					
11.	Scope of Work:	Determination of 'Open Market Price' for buy back of items issued to BHEL-Employees under various schemes.					
12.	Duration of Contract / Work Completion:	10 days from the date of issue of work order,					
13.	Payment Terms:	Payment on 100 % Successful Completion of work certified by BHEL (No advance payment)					

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website http://eprocure.gov.in/cppp/ only. Bidder should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding NIT, if required, should be sought from the undersigned before the tender due date.

Thanking you,

मीना ठाकरान / MEENA THAKRAN

उप प्रबंधक / Deputy Manager कॉपॉरेट प्रशासन एवं आई.एस.एम.जी./Corporate Administration & ISMG पाल हेवी स्वेतिहरूल विविदेव / Bharat Heavy Electricals Limited Manager (HR-GAX & ISMG) वी.एव.ई.एव डाउस, सीरी कोर्ट / BHEL House, Siri Fort F-mail: meenat@bhel.in नई विल्ली-110049 / New Delhi-110049

Bharat Heavy Electricals Ltd. (Meena Thakran)

E-mail: meenat@bhel.in Mobile No.: 9625062397

For & on behalf of

[&]quot;Hiring the Services of a consultancy firm for the determination of 'Open Market Price' for the purpose of GST for buy back of items issued to employees under various schemes" Page 1 of 27

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गीना ठाकरान / MEENA THAKRAN
उप प्रबंधक / Deputy Manager
कॉपॉरेट प्रशासन एवं आई.एस.एम.जी./Corporate Administration & ISMG
पारत हेवी इंबेस्ट्रिंग्स लिग्टेंड/ Bharet Heavy Electricals Limited
वी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई चिल्ली—110049 / New Delhi-110049

SECTION-I **GENERAL CONDITIONS OF TENDER**

1.1. DESPATCH INSTRUCTION

- All pages of the tender documents shall be duly signed, stamped and submitted 1.1.1 along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- All documents submitted by the Bidder in his submission shall be accompanied 1.1.2 with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- Bidder is advised to study complete tender documents carefully. Submission of tender by the bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.4 All entries in the tender documents should be in one ink.
- Bid should be free from correction, overwriting, using corrective fluid etc. Any 1.1.5 interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.2. SUBMISSION OF BIDS

- 1.2.1 Bidder must submit their bids as per instructions in the NIT i.e. Bids shall be strictly in accordance with the tender specifications.
- 1.2.2 Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bid received after the specified time of their submission will be treated as 'Late Bid' and shall not be considered under any circumstances.
- 1.2.3 After/during the scrutiny of technical bids, bidder may be asked to attend meeting(s) for clarifications, if any.
- Tender Opening: Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt, and Finance deptt. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening the shakkstansame.

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- 1.2.5 **Price-Bid Opening**: The price bid shall be opened on the due date and time in the presence of representatives of bidder and BHEL if all required documents are found in line with BHEL requirement as per respective clause.
- 1.2.6 Before submission of Offer, the bidder is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. Visit shall be made on any working day between 9:00AM to 05:30 PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

- 1.3.1 All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.3.2 Currencies of Bid & Payment: Indian Rupees (₹) only.

1.4. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall 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.
- 1.5. TENDER EVALUATION / EVALUATION OF BIDS: Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender document and changes thereof, if any, shall be communicated to the bidder before bid opening. Price Bid of bidder shall only be opened through the conventional price bid opening on the day of opening of tender only.
- 1.6. VALIDITY OF OFFER: Offers shall remain valid for 60 days' period from the due date of submission of bid (including extension if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation the purpose of the original offer which shall be binding on the bid offer united using yet up the company is the control of the original offer which shall be binding on the bid offer united using yet up the control of the original offer which shall be binding on the bid offer united using yet up the control of the original offer which shall be binding on the bid offer united using yet up the control of the original offer which shall be binding on the bid offer united up the control of the original offer which shall be binding on the bid offer united up the control of the original offer which shall be binding on the bid offer up the control of the original offer up the control of the original offer up the control of the original offer up the control of the original of the o

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1.7. REJECTION OF BIDS

- 1.7.1 BHEL reserves the right to accept or reject the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.7.2 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.7.3 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.7.4 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.7.5 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.7.6 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- **1.8.** "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website **www.bhel.com**.

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

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

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

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

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartely so as to influence the bidding

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process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on http://www.bhel.com/and/or/under/applicable legal provisions".

- 1.9. 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.
- **1.10.** The bid submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.11. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
- 1.12. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.13. In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- **1.14.** BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- **1.15.** The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Agreement, which shall be executed between the successful bidder and BHEL, before commencement of the contract.
- **1.16.** The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT.
- **1.17.** The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- **1.18. SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- **1.19. <u>TERMINATION OF CONTRACT ON DEATH</u>**: Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

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- 1.20. <u>RECOVERY FROM CONTRACTOR</u>: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.21. POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.22. SECRECY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he or any of his workforce deployed for said work, 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.
- 1.23. Lowest "Charge/Cost" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.24. <u>JURISDICTION</u>: Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.25. ARBITRATION:

1.25.1 Both the Company and Contractor hereby agree that in the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both 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 venue of arbitration shall be at New Delhi.

1.25.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the bayers exercitary. Deptt. of Legal Affairs,

Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

1.26. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or malerials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or it the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.
- FORCE MAJEURE: The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any parties the unperformed portion this order. If this

order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to BHEL for any damages, losses or liabilities as result thereof.

- 1.28 <u>DEVIATIONS</u>: Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.29 BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.

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मीना ठाकरान / MEENA THAKRAN उप प्रबंधक / Dopuly Manager कॉपॉरेट प्रशासन एवं आई.एस.एम.जी./Corporale Administration & ISMG पास्त होने इतेविहकला विगिटेड/Bharal Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फांट / BHEL House, Siri Fort नई विल्ली—110049 / New Delhi-110049

SECTION-II SCOPE OF WORK / SERVICES

Under the GST Law, buyback of items by employees envisaged under various BHEL's schemes are termed as 'related party' transactions since they happen between the employer and employee and do not fall under the employment contract. In such cases where a supply is made between related persons, as in the case of provision of buyback in furniture & furnishing scheme, 'open market value' is to be taken as the transaction value and a tax compliant invoice containing prescribed particulars is required to be issued to discharge GST liability on such supply. As such applicable GST becomes recoverable from employees. BHEL intends to hire the Services of a registered Chartered Engineer holding valid registration number to provide 'open market value' of below tabulated items within 10 days from the date of issue of work order. Duly signed, stamped report should be submitted on letter head to the Notice Inviting Authority within stipulated time as per tender terms & conditions.

A	A. Furniture Item: (Periodicity 7 ye	ears) IOM D	ated 06.04.201	1, Dated 20.04.:	2011 & Dated 2	4.01.2015 (AC S	cheme) Dated	27.07.2010 (AC	Scheme)
	ltem	Material Compositio n	Purchas e Value	Open Market Value as determined by Independen t Chartered Engineer for 7 years old item (in ₹)	Open Market Value as determined by Independen t Chartered Engineer for 6years old item (in ₹)	Open Market Value as determined by Independen t Chartered Engineer for 5 years old item (in ₹)	Open Markel Value as determined by Independen t Chartered Engineer for4years old item (in ₹)	Open Market Value as determined by Independen t Chartered Engineer for 3 years old item (in ₹)	Open Market Value as determined by Independen t Chartered Engineer for 2 years old item (in ₹)	Open Market Value as determined by Independen t Chartered Engineer for 1 years old item (in ₹)
	Computer Table	Steel	3000							
	/ Study Table	Wooden	1400							
Furniture	Computer Chair / Visitor Chairs	Steel	3000							
i i		Wooden	1000							
Fur	Almirah's / Cabinet / Console	Steel	7000							
H		Wooden	6000							

मीना ठाकराव / MESNA THAKDAM

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[&]quot;Hiring the Services of a consultancy firm for the determination of 'Open Market Price' for the purpose of GST for buy back of items issued to employees under various schemes" Page 10 of 27 भारत हेवी इसेन्द्रिकत्स लिपिटेव/Bharat Heavy Electrical Limited o बी.एब.ई.एल हाउस, सीरी फोर्ट / BHEL House, जीव Wort

White Board / Display Board		2500					
Center Table	Steel	4500					
	Wooden	3000					
Arm / Easy Chairs	Steel	4200					
	Wooden	3500					
Newspaper Stand / Telephone Stand	Steel	3800					
	Wooden	3500					
Side Tables	Steel	2000					
	Wooden	1300					
Side Cupboard / Book Shelf	Steel	6000					
	Wooden	4000					
Trolley	Steel	3000					
	Wooden	2500					
Curtain Rods	Steel	2000	,			l,	
	Wooden	1000					
Sofa Set / Sofa Chairs	Steel	15000					
	Wooden	12000					
Sofa Cum Bed	Steel	15000					
	Wooden	12000					
Diwan	Steel	8000					
	Wooden	7000					
Showcase	Wooden/ Glass	9000					
	Aluminium/ Glass	11500					
Plant holder	Steel	6000					
	Wooden	5000					

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[&]quot;Hiring the Services of a consultancy firm for the determination of 'Open MarketuBrice's for the purpose of GST for buy back of Items Issued to employees under various schemes" Page 11 of 27

पात होगे इतीन्द्र हमा विगिर्ट / Bharat Heavy Electricals Limited
वी.एच.ई.एच डाउस, सीरी फोर्ट / BHEL House, Siri Form

	Water Purifier	i i	1.5000				
	Water Dispenser	Steel	15000 8000				
	Adder Disberizer	Fibre Glass/	8000				
	14	Plastic	7500				
1	Printer	Laser Jet	7000				
		Ink Jet	8000				
	Scanner		25000				
	Fax machine		15000				
	Photocopy Machine		60000				
	Table Fan		1200				
	Pedestal Fan		5000				
	Ceiling Fan		1100				1)
	Exhaust Fan		3500				
lems	Refrigerator	800 Ltrs & above	60000				
Electrical Items		700 to 800 Ltrs	51000				
Elect		600 Ltrs to 700 Ltrs	45000				
		500 Ltrs to 600 Ltrs.	42000				
		400 Ltrs to 500 Ltrs	35000	14			
		300 Ltrs to 400 Ltrs	32000				
		200 Ltrs to 300 Ltrs	24000	-			
		100 Ltrs to 200 Ltrs	13000				
		50 Ltrs to 100 Ltrs	7000				
		Upto 50 Ltrs	5000				
	T.V.,	LED	25000				

भीना ठाकरान / MEENA THAKRAN

भारत हैवी इसेन्द्रिकला तिगिरेड / Bharat Heavy Electricals Limited बी.एच.ई.एस हाउस, शीरी फोर्ट / BHEL House, Siri Forthal प्राथक स्थापन स्थापन अध्यापन स्थापन स्यापन स्थापन स्यापन स्थापन स्थाप

[&]quot;Hiring the Services of a consultancy firm for the determination of "Open Mark & Page" for the purpose of GST for buy back of items issued to employees under various schemes" Page 12 of 27

i -				T			
	Plasma	18000					
Microwave Oven	Upto 15 Ltrs	11000					
	Above 15 Ltrs	14000					
Air Conditioner	Window AC						
	1 Ton	21000					
	1.5 Ton	23000					
	2 Ton & above	28000					
	Split AC						
	1 Ton	28000					
	1.5 Ton	29000					
	2 Ton & above	32000					
Voltage Stabilizer for AC		2500					
Cooler		4000					
Vacuum Cleaner		12500					
Mixer Grinder		2500					
Juicer		4000					
Food Processor		5000					
Kitchen Machine		5000					
Inverter with Battery		15000					
UPS		5000					
Generator		300000					
Emergency Light		2000					
Video system		18000					
Audio System		5000					
Room Heater		8000	मीना ठाकर	H / MEENA THAK	2 A N		

[&]quot;Hiring the Services of a consultancy firm for the determination with Open Market Pice for the purpose of GST for buy back of items issued to employees under various schemes" Page 13 of 27

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**The purpose of GST for buy back of items issued to employees under various schemes." Page 13 of 27

Blower Normal	7000	
Blower Oil fired	5000	
Air Purifier	12000	

B. Furniture Item: (Periodicity 5 years)- IOM Dated 01.04.2013

	Item	Material Composition	Purchase Value	Open Market Value as determined by Independent Chartered Engineer for 5 years old ilem (in ₹)	Open Market Value as determined by Independent Chartered Engineer for4years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 3years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 2 years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 1 years old item (in ₹)
	Computer Table / Study	Steel	3000					
	Table	Wooden	1400					
	Computer Chair / Visitor Chairs	Steel	3000					
		Wooden	1000					
Furniture	Almira's / Wardrobe/ Cabinet / Consol <u>e</u>	Steel	7000					4
E		Wooden	6000					
	White Board / Display Board		2500					
	Center Table	Steel	4500					
		Wooden	3000					
	Arm / Easy Chairs	Steel	4200					
		Wooden	3500					

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ä				V.	174			
	Newspaper Stand / Telephone Stand	Steel	3800	-			*	
		Wooden	3500		1			
	Side Tables	Steel	2000		C C			
		Wooden	1300					
	Side Cupboard / Book Shelf	Steel	6000					
		Wooden	4000					
	Trolley	Steel	3000					
		Wooden	2500					
	Curtain Rods	Steel	2000					
		Wooden	1000					
	Sofa Set / Sofa Chairs	Steel	15000					
		Wooden	12000					
	Sofa Cum Bed	Steel	15000					
		Wooden	12000					
	Diwan	Steel	8000					
		Wooden	7000					
	Showcase	Wooden/ Glass	9000					
		Aluminium/ Glass	11500					
	Plant holder	Steel	6000					
		Wooden	5000					
	Water Purifier		15000					
	Water Dispenser	Steel	8000					
		Fibre Glass/ Plastic	7500					
	Printer	Laser Jet	7000					
		Ink Jet	8000	2				
1	Scanner		25000					
	Fax machine		मीना । ५००० /	NEENA THAKRAN				

"Hiring the Services of a consultancy firm for the defermination of the defermination of the schemes" Page 15 of 27
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	f-		are	1	Ť		T
Photocopy Machine		60000					
Table Fan		1200					
Pedestal Fan		5000					
Ceiling Fan		1100					
Exhaust Fan		3500					
Refrigerator	800 Ltrs & above	60000					
	700 to 800 Ltrs	51000		.17			
	600 Ltrs to 700 Ltrs	45000					
,e	500 Ltrs to 600 Ltrs.	42000				w w	
	400 Ltrs to 500 Ltrs	35000					
	300 Ltrs to 400 Ltrs	32000					
	200 Ltrs to 300 Ltrs	24000					
	100 Ltrs to 200 Ltrs	13000					
	50 Ltrs to 100 Ltrs	7000					
	Upto 50 Ltrs	5000					
T.V ₂ ,	LED	25000					
	Plasma	18000					
Microwave Oven	Upto 15 Ltrs	11000					
	Above 15 Ltrs	14000					
Air Conditioner	Window AC						
	1 Ton	21000					
	1.5 Ton	मी-23000	MEENA THAKRAI		*		

"Hiring the Services of a consultancy firm for the determination of sopen Market Price for the purpose of GST for buy back of Items Issued to employees under various schemes" Page 16 of 27

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	2 Ton & above	28000				
	Split AC					
	1 Ton	28000				
	1.5 Ton	29000				
	2 Ton & above	32000		5		
Voltage Stabilizer for AC		2500				
Cooler		4000				
Vacuum Cleaner		12500				
Mixer Grinder		2500				
Juicer		4000				
Food Processor		5000				
Kitchen Machine		5000				
Inverter with Battery		15000				
UPS		5000				
Generator		300000				
Emergency Light		2000				
Video system		18000				
Audio System		5000				
Room Heater		8000				
Blower Normal		7000	* ×.			
Blower Oil fired		5000				
Air Purifier		12000				

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"Hiring the Services of a consultancy firm for the determination of Open Market Price' for the purpose of GST for buy back of items issued to employees under various schemes" Page 17 of 27

A. Co	omputer & Peripher	als: IOM Date	d 01.04.2013, IOM D	ated 24.01.2015 (La	ap Top Scheme) & [Dated 15.07.2010 (L	aptop)
ltem	Material Composition	Purchase Value	Open Market Value as determined by Independent Chartered Engineer for 5 years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for4years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 3years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 2 years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 1 years old item (in ₹)
UPS		1800					
Printer	Laser Jet	7000					
	Ink Jet	8000					
Lap Top (lower spec.) cost 20- 30 thousand	(lower spec.)	20000- 30000					
Lap Top (higher specs) (30-50 thousand)	(higher specs)	30000- 50000			-		
Desk Top Computer		22000		-			
Modem		2000					
DTH equipment		5000					

वी.एव.ई.एव डाउस, सीरी कोर्ड नई विकासि 110040 / New Delhi-110049

[&]quot;Hiring the Services of a consultancy firm for the determination of 'Open Market Price' for the purpose of GST for buy back of items issued to employees under various schemes" Page 18 of 27 मारत हेवी इलेविद्रकल्स लिमिटेड / Bharat Heavy Flustrials MANGKIOZ

	B. Mob	ile Instrument- IOM Do	ated 15.07.2010	
ltem	Material Composition	Purchase Value	Open Market Value as determined by Independent Chartered Engineer for 2 years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 1 years old item (in ₹)
Mobile Instrument	Electronic Item	1000		

C. List of Fu	urnishing Items: (Periodicity – 2 Years)	IOM Dated 01.04.2013 (To Scheme)	op Management) & Dated 20.0	04.2011 (Furniture /Furnishing
	Item	Purchase Value	Open Market Value as determined by Independent Chartered Engineer for 2 years old item (in ₹)	Open Market Value as determined by Independent Chartered Engineer for 1 years old item (in ₹)
	Carpet / Mats	2500		
	Mattress	2000		
Furnishings	Curtains & Stitching charges	500		
	Cushions / Cushion Covers	250		
	Upholstery & Stitching charges	1800	The state of the s	
	Venetian Blinds/Chicks	1200		
	Wallpaper	1300		

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[&]quot;Hiring the Services of a consultancy firm for the determination of Open Market Principles the purpose of GST for buy back of items issued to employees under various schemes" Page 19 of 27

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SECTION-III

COMMERCIAL TERMS & CONDITIONS

1.0 PAYMENT TERMS:

- i) 100% payment shall be made within 15 days after the receipt of "Open Market Values" of all the items and receipt of invoice from the Chartered Engineer in this regard. No other payment term shall be acceptable to BHEL.
- ii) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- iii) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

2.0 TAXES & DUTIES:

- 2.01.1 To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 2.01.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 2.01.3 GSTIN of BHEL will be provided to the contractor along with the work order.
- 2.01.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 2.01.5 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- 2.01.6 Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 3.0 **PENALTY CLAUSES**: The Vendor shall be levied a penalty of 0.25% of total value of work (incl taxes) for every 01 day of delay in work, upto a maximum of 10% of total value of work.

मीना ठाकरान / MEENA THAKRAN
उप प्रबंधक / Deputy Manager
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी./Corporate Administration & ISMG
पारत हेवी इतेबिद्रकल लिपिटेड/Bharat Heavy Electricals Limited
बी.एस.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली—110049 / New Delhi-110049

12/07

SECTION-IV

DOCUMENTS REQUIRED

- 1. The participant/bidder/Consultant should be a certified Chartered Engineer registered with the Institute of Engineers (India) having valid registration number as on the original stipulated bid closing date of the tender. In this regard, participant/Bidder should submit a self-certified copy of the requisite documents from Institute of Engineers (India) certifying him/her as a Chartered Engineer (India).
- 2. Bidder has to submit a copy of PAN and GSTIN No.
- 3. Bidder has to submit the duly signed "No Deviation Certificate" i.e. **Annexure-A**.
- 4. The Bidder must submit a "Declaration Certificate" i.e. **Annexure-B**.
- 5. Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 6. Price bid format (<u>Annexure-E</u>) duly signed by the bidder shall be submitted along with technical bid by mentioning **price/cost** in the column where quote is to be offered by the party.
- 7. The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
- 8. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer.

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मीना ठाकरान / MEENA THAKRAN
उप प्रबंधक / Deputy Manager
कॉपॉरेट प्रशासन एवं आई एस.एम.जी./Corporate Administration & ISMG
पारत हेवी ह्नेन्द्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
वी.एच.ई.एल डाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली—110049 / New Delhi-110049

SECTION-V PROCEDURE FOR SUBMISSION OF TENDER

1.0 The tender is to be submitted as required in one part in separate sealed cover <u>prominently superscripted</u> the tender number and due date & time as mentioned in the tender enquiry; on top of envelope/sealed cover.

ENVELOPE 1: It shall contain documents required in <u>Section-IV</u> above along with "Price Bid (Annexure-E)". Price should be quoted in Price-Bid format (Annexure-E) only.

This sealed envelope 1 shall be superscripted with tender number & due date.

- 2.0 Documents submitted by bidder as per <u>Section-IV</u> shall be evaluated and if found in line with terms & conditions of NIT then further processing will be done.
- 3.0 Tender submitted by the bidder should strictly be in accordance with the tender terms & condition enclosed herewith.
- 4.0 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. <u>Annexure-A</u>. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.

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यीना ठाकरान / MEENA THAKRAN
उप प्रबंधक / Deputy Manager
कॉपॉरेट प्रशासन एवं आई एस.एम.जी. / Corporate Administration & ISMG
मारत हेवी इसेन्द्रिकन्स लिमिटेड / Bharat Heavy Electricals Limited
वी.एस.ई.एल डाउस. सीरी फोर्ट / BHEL House, Siri Fort
नाई दिल्ली—110049 / New Delhi-110049

ANNEXURE-A

No Deviation/Acceptance Certificate

(To be submitted along with Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which are not acceptable)
1.
2.
3.
4.
5.
Note: Deviations may or may not be accepted by BHEL.
"Ihereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:21: CE: 101, dated 12-07-2021 Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

होना उपारम् / MEERA THAKRAN

उप प्रवास / Deputy Manager कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG भारत हेवी इतेन्द्रिकला लिमिटेड / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, रीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

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ANNEXURE - B

DECLARATION CERTIFICATE

(to be typed on bidder's letter head & submitted along with Bid)

SUBJECT: Hiring of Agency for providing Services of a registered Chartered Engineer. (Tender No. AA: GAX:21: CE:101, dated 12-07-2021)

Dear Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document. We confirm that:

- 1. Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.
- 2. I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking / Autonomous Body/Financial institution/Court.
- 3. We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents. We are submitting Check-List of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
- 4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
- 5. Having examined the invitation to bid, Instructions to tenderer, I the undersigned, offer to complete the work in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.
- 6. I undertake if our bid is accepted, to complete the works within 10 DAYS from the date of issue of work order or final drawings whichever is later
- 7. We agree to abide by this bid for the period of two months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.
- 8. Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

भीना उपासन / MEENA THAKRAN उप प्रशासन / Deputy Manager कॉपॉरेट प्रशासन एवं आई.एस.एम.जी./ Corporate Administration & ISMG भारत हेवी इसेन्द्रिकल्स क्षिप्रेटं / Bharat Heavy Electricals Limited बी.एच.ई.एस क्षाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delly / New Delly Signature With name, Designation & seal of the firm

ANNEXURE -C

BIDDERS PROFILE/DETAIL

(To be submitted along with Bid)

Photograph
of
bidder /
authorised
signatory
holding
power
of attorney

SI. No.	Description	Details
NO.		
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc. if any	>
6	PAN	() Enclosed
7	GST Registration No.	() Registered and Enclosed
8	Name of Bidder/ Contact Person	
9	Phone No. of Bidder / Contact Person	
10	E-mail Address of Bidder / Contact Person	

Signature
With name, Designation & seal of the fir

ANNEXURE -D

CHECK-LIST (TECHNICAL BID) SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

(To be submitted along with Bid)

SI. No.	Description of requirement	Yes / No/ NA	Page No.
1	Self-certified copy of the requisite documents from Institute of Engineers (India) certifying him/her as a Chartered Engineer		
2	Copy of the PAN card		
3	Copy of GST registration certificate (GSTIN)		
4	No Deviation Certificate i.e. Annexure-A		
5	Declaration Certificate i.e. Annexure-B		
6	Bidders Profile/Detail i.e. Annexure-C		
7	PRICE BID i.e. Annexure-E		
8	Bank details along with a cancelled cheque for NEFT/RTGS.		
9	Signed & stamped complete tender document.		

Signature With name, Designation & seal of the firm

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मीना ठाकरान / MEENA THAKRAN

उप प्रवास / Deputy Manager कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी./Corporate Administration & ISMG भारत हेवी इतेव्हिकल्स तिनिटेड/ Bharat Heavy Electricals Limited वी.एच.ई.एस हाउस, सीरी छोट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

ANNEXURE - E

PART 'I' - PRICE BID

(To be submitted along with Bid)

S. No.	Description of services	Amount (₹)
	Total Cost of Consultancy Services for entire scope of work (excluding GST*)	In figures:
1	* GST (as applicable) will be payable extra by BHEL to the Contractor along with bill.	In words

Rates of GST shall be: (in %)

IMPORTANT POINTS TO NOTE:

A. Completely filled Price bid format duly signed by the bidder shall be submitted along with bid.

B. CHARGE:

- "Cost/Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this count shall be entertained.
- ii) While quoting the reasonable "Cost/Charges", bidders should consider all expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies (including bearing of penalty by Bidder as per Tender Document).
- iii) If a bidder quote "Nil" charges, the bid shall be treated as unresponsive and will not be considered for evaluation.

C. EVALUATION CRITERIA:

- i) Evaluation of the bidder will be done based on quote of "Total Cost of Consultancy Services for entire scope of work".
- D. <u>PRICE VARIATION</u>: The "Cost/Charges" quoted by the bidder will remain firm for the entire Contract duration up to extended period (if any). BHEL shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. whatsoever or any increase in any duties, levies etc. in respect thereof whatsoever and the Contractor's Charges and Contractor's obligation shall remain unaffected by such escalation and/or increase.

मीना ठाकरान / MEENA THAKRAN
एप प्रशंसक / Deputy Manager
कॉपॉरेट प्रशासन एवं आई.एस.एम.जी./Corporate Administration & ISMG
पारत हैवी इसेन्द्रिकल विगटेड/Bharat Heavy Electricals Limited
बी.एस.ई.एल हाउस, तीरी फोर्ट / BHEL House, Sin Floral
नई दिल्ली—110049 / New Delhi-110049

Signature
With name, Designation & seal of the firm