



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

New Building Project Group
Plot No. 25, Sector-16A, Noida(UP)

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Bid & Part-II: Price Bid) from the competent agencies for **"Shifting of office files, stationery, computers with all accessories and general office purpose items from Sector-62, Noida to Sector-16A, Noida"**.

SCHEDULE TO TENDER

1	Tender Reference No.	AA: GAX:22: NBP: 008
2	Date of Issue of Tender:	03-12-2022
3	Type of Tender:	Open Tender
4	Type of Bid:	Two-part bid system
5	Tender Title:	"Shifting of office files, stationery, computers with all accessories and general office purpose items from Sector-62, Noida to Sector-16A, Noida"
6	Last date/ time for receipt of tender:	09-12-2022 by 11:00 Hrs
7	Date/ time of opening of bid:	09-12-2022 at 11:30 Hrs
8	Place of Submission of Tender / Bid:	New Building Project Group, Plot No. 25 Sec-16A, Noida
9	Tender will be opened at:	New Building Project Group, Plot No. 25 Sec-16A, Noida
10	EMD (₹):	₹10,560 /- Only. In favor of BHEL, Payable at New Delhi.
11	Minimum Validity of tender offer:	120 days from the due date of submission of offer.
12	Scope of Work:	Shifting of office files, stationery, computers with all accessories and general office purpose items.
13	Duration of Contract:	15 days
14	Tender Fee	Nil / Free

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

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

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Meenakshi Singh)
Sr. Engineer(NBP)

e-mail: meenakshis@bhel.in,
Phone No. 9560158020

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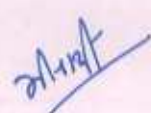
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SECTION-I
GENERAL CONDITIONS OF TENDER

1.0 GENERAL INSTRUCTION TO BIDDERS**1.1. DESPATCH INSTRUCTION**

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted 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.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty clauses.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any 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 bidders have 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 Section 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.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any 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.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

1.2.1. Bidders 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. Bids 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 bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.3. COST OF BIDDING:

1.3.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING/ EVALUATION OF BIDS:

1.4.1. Techno-commercial Bid (Part-1) shall be opened first at **New Building Project Group, Plot No. 25, Sec-16A, Noida** on mentioned date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.

1.4.2. Techno-commercial Bids(Part-I) submitted by the tenderer will be evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

1.4.3. Price Bids(Part-II) of shortlisted bidders shall only be opened at the specified date & time. Evaluation of the Tenderers will be done on overall quote basis for the complete work and entire job will be awarded to the successful tenderer.

1.4.4. Work order will be placed on lowest bidder for the complete scope of work for which the bidder has qualified in the Techno-commercial Bid and subsequently has emerged as lowest bidder in the evaluation of price bid. In case the price quoted by two or more bidders is same, then L-1 bidder shall be decided by soliciting discounts from such bidders.

1.4.5. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by at toss/draw of lots, in the presence of respective L-1 bidders or their representatives.

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1.5. LANGUAGE

- 1.5.1. The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" 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 account shall be entertained.
- 1.5.2. 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.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 1.6.1. 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.
- 1.6.2. 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
- 1.6.3. 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 1.6.1 and 1.6.2 above.
- 1.6.4. 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 i.e. BHEL, the bid is liable to be ignored.

1.7. PARTICIPATION OF BIDDERS: Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.**1.8. LEGAL STATUS OF THE BIDDER (Who can apply):**

- 1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.



1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

- 1.9.1. In case of a partnership firm or any other firm excluding Proprietorship, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners.
- 1.9.2. In case of Proprietor, power of attorney in favour of the authorized employee(s) of the Bidder,

in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 1.9.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

- 1.11.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at Section-III.
- 1.11.2. While quoting the "Rate", bidders should consider all cost elements as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract.
- 1.11.3. If a bidder quote "Nil" Rate, the bid shall be treated as unresponsive and will not be considered for evaluation.
- 1.11.4. The rate quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.
- 1.11.5. Lowest "Rate" 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.

1.12. APPLICABLE CONTRACTUAL VARIATIONS:

- 1.12.1. Within the validity or any extension of contract thereof, "Rate" shall remain firm (irrespective of variations in the quantity) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:
 - i) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.

- 1.12.2. BHEL reserves the right to increase or decrease the quantum of work / services up to 30% ($\pm 30\%$) at the same rates, terms & conditions of this NIT during the currency of the contract. However, payment shall be done for actual number of trucks/trips used for successful completion of entire shifting process.

1.13. VALIDITY OF OFFER:

- 1.14.1 Offers shall remain valid for **120 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.15 in all respects.

1.14. EARNEST MONEY DEPOSIT (EMD):

- 1.14.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) Each tenderer, participating in the tender, has to deposit/furnish EMD of **₹10,560/-** in the following forms (along with the offer) in full:

- Cash deposit as permissible under the extant Income Tax Act (before tender opening);
- Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi;**
- EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Electronic Fund Transfer credited in BHEL account (before tender opening);

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

- EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
- EMD by the tenderer will be forfeited, if after opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.

- 1.14.2. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.

1.14.3. EMD shall not carry any interest.

1.14.4. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected. BHEL decision in such cases shall be binding.

1.15. **SECURITY DEPOSIT:**

1.15.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

1.15.2. **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

1.15.3. The security deposit shall not carry any interest.

1.15.4. EMD of successful tenderer will be retained as part of Security Deposit.

1.15.5. The validity of Security Deposit shall be initially up to the validity of contract + two months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

1.15.6. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.

1.15.7. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory

obligations or after 02 (two) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

1.15.8. **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with

- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantee shall be as per prescribed formats.
- iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
- v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

1.16. **REJECTION OF BIDS**

1.16.1. BHEL reserves the right to accept or reject any of the bid/all bids 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.

1.16.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.

1.16.3. 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.

1.16.4. 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.

1.16.5. 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/any other money due.

1.16.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.

1.16.7. 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.

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- 1.17. "The offers of the bidders who are under suspension and 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:

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

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

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

- 1.18. The Bidder(s) 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.

1.19. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

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

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

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

- 1.19.1. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format

enclosed as **Annexure-D**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

1.19.2. MSEs shall be exempted from payment of earnest money deposit at the time of bid submission.

1.19.3. The purchase preference to MSE is not applicable for works contracts.

1.19.4. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

1.19.5. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

1.19.6. Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

1.20. RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

1.20.1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

1.20.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

1.20.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

1.20.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

1.20.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

1.20.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor/ supplier, after informing the Contractor/Supplier of the total proposed recovery.

- 1.21. The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.22. 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. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 1.23. 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.
- 1.24. 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 Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.25. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.26. **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.
- 1.27. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.

b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	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.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

1.27.1. The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of **24 hours** for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the 24 hours, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.27.2. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

1.28. **RECOVERY FROM CONTRACTOR:** 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 towards the contractor under the said contract or under any other contract with BHEL or from his security deposit of any other contract, or the contractor shall pay the claim on demand without any terms & conditions.

1.29. **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such

information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES:

- 1.30. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

- 1.31. **ARBITRATION:** 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 BHEL.

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 **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

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.

- 1.32. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. 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 or where the property offered is situated** 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.

- 1.33. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

1.33.1. If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if 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.

1.33.2. 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 5% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.34. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.35. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (**Annexure-A**). 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.
- 1.36. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as stipulated in the WO/contract agreement and will remain in force for a period of **15 days**. The contract can be foreclosed by giving 03 days' notice to the contractor without assigning any reason thereof and without prejudice to the right of BHEL to recover any amount becoming due under the agreement.
- 1.37. **COMMENCEMENT AND COMPLETION OF WORK:** The contractor shall commence the work within the time indicated in the Letter of Intent/work order and shall proceed with the same with due expedition without delay. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent. If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard. All the works shall be carried out under the direction and to the satisfaction of BHEL. **Entire shifting process shall be completed within 15-days.**
- 1.38. Lowest amount quoted for hiring 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.
- 1.39. In the event of any conflict between requirement of any clause of this specification/ documents or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail.
- 1.40. **BHEL 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.**
- 1.41. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate" as per BHEL prescribed format in favor of BHEL after the works are finally accepted or finalization of contract.
- 1.42. **Liaisoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.43. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

- 1.44. **GATE PASSES:** It is the responsibility of the contractor to arrange gate pass for all his employees, T & Ps etc. Necessary coordination with security officials is the responsibility of the contractor. Contractor shall follow all the laid down procedures for obtaining these gate passes. Contractor shall arrange to receive necessary permits for working beyond normal working hours, working on holidays and during night.

SECTION-II**SPECIAL TERMS & CONDITIONS OF TENDER****2.0 SPECIAL INSTRUCTION TO BIDDERS:**

- 2.1 **STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to NOIDA with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to THE CONTRACT LABOUR (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 EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. 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. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 2.2 The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 2.3 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from money due to him or otherwise as deemed fit.
- 2.4 The contractor shall be responsible safety precautions as may be required for safe and satisfactory execution of the contract.
- 2.5 The contractor shall be responsible for proper medical facilities for the personnel employed by him, in case of any eventuality.
- 2.6 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 2.7 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 2.8 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon

availability / possibility, BHEL's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one instalment.

- 2.9 The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.
- 2.10 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL.
- 2.11 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, except for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.
- 2.12 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.13 No land belonging to BHEL shall be occupied by the Contractor without the written permission of BHEL.
- 2.14 The successful tenderer must comply to all statutory regulations applicable to this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 2.15 BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose.

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SECTION-III**SCOPE OF WORK / SERVICES****3. Scope of Services**

- 3.1 Shifting of Office files, Stationery and computers with all accessories of approx. 250 Nos. of officials moving from 8th, 9th, 10th & 11th Floor, Plot No. C-20/1A/1 Joy Towers, Sector-62, Noida(U.P.) to 5th, 6th & 7th floor of BHEL's new building at, Plot No. 25, Sector-16A, Noida(U.P.)
- 3.2 Packing, marking and labelling of materials available at 8th, 9th, 10th & 11th Floor, Plot No. C-20/1A/1 Joy Towers, Sector-62, Noida in cardboard carton of minimum size of 18(inch) x 18(inch) x 24(inch) and shifting of carton boxes to ground floor.
- 3.3 Loading of carton boxes in the truck and transportation of boxes to the new location.
- 3.4 Unloading of carton boxes from truck and shifting to 5th, 6th & 7th Floor of BHEL New Building, Plot No. 25, Sector-16A, Noida(U.P.)
- 3.5 Un-packing of carton boxes and arranging the material inside/ at the allotted work stations/ cabins.
- 3.6 The dimension/size of truck in which material is to be carried should be atleast 14 (ft.) x 6.5 (ft.) x 4.5 (ft.).
- 3.7 The no. of boxes should be arranged in the truck in such a way that maximum no. of boxes is accommodated in each trip without damaging the material.
- 3.8 Air bubble wrapping and thermocol should be used for packing of computers, printers, scanners, fax machines, photocopiers and other fragile items if any.
- 3.9 Extra care in packing of crockery items/ utensils for pantry use, if any, shall be taken so that it should not get broken during transit and handling.
- 3.10 The material should be covered with water proof sheet to avoid any damage due to water ingress during transportation.
- 3.11 Cartons after unpacking shall be returned back to contractor.
- 3.12 Date of packing and shifting of material shall be intimated separately to contractor.
- 3.13 The contractor has to use their own good quality packing materials like gunny bags, packing tapes, Sutli, Cardboard Cartons, Thermocol Sheets etc.
- 3.14 Responsibility for taking necessary permission from the traffic police for shifting shall be of the contractor.
- 3.15 Responsibility of any theft/loss/damage etc. to the property of BHEL through negligence or otherwise during packing, loading, unloading, while on transit, unpacking and while taking to designated floors etc. shall be of the successful tenderer. Financial or any loss suffered to BHEL on this account shall be made good by the successful tenderer.



SECTION-IV**COMMERCIAL TERMS & CONDITIONS****4. COMMERCIAL TERMS & CONDITIONS:****4.1. PAYMENT TERMS:**

- 4.1.1. GST compliant Bill complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 10 working days of its receipt and after satisfactory completion of entire shifting process. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. 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.
- 4.1.2. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.3. The bidder is liable to pay all statutory taxes & charges etc. for the shifting process. BHEL shall not reimburse any such charges.
- 4.1.4. The basis of arriving at the quantities/number of trucks/trips used for shifting process shall be the relevant documents viz gate pass etc. approved by Engineer-in-charge, BHEL. These documents shall be prepared jointly with Engineer-in-charge and signed by both the party.

4.2. TAXES & DUTIES:

- 4.2.1. 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 Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.2.2. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.2.3. GSTIN of BHEL will be provided to the Contractor along with the work order.
- 4.2.4. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.2.5. 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.
- 4.2.6. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.2.7. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.



- 4.2.8. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
- 4.2.9. The successful bidder must comply to all statutory regulations applicable to this contract. Any obligations on account of above will be liability of the successful bidder. Any toll/state entry fee, if any or any other charges required to be paid to any authority for carrying out said work shall be paid/borne by contractor.

4.3. DAMAGES, FINES, RECOVERY OF LOSSES etc.: The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract and shall be notified by BHEL as per the terms indicated in the contract. The Contractor shall be given 2 days' prior notice to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding. If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the security deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

4.3.1 If entire shifting process is not completed within contractual period then penalty will be imposed @ $\frac{1}{2}$ % of Contract Value for each day of delay, subjected to 10% of the Contract Value. LD will be calculated on the total value of work order.

4.3.2 **"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) **Compensation in respect of each of the victims:**

- (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).
- (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).

- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."

4.3.3 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.3.4 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

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SECTION-V

PRE-QUALIFYING REQUIREMENT FOR THE INVITED BIDDER(S)

5. PRE-QUALIFICATION REQUIREMENT (PQR)

5.1 **Financial Capability:** Average annual financial turnover during the last 03 years, ending 31st March' 2022 should be at least ₹1,58,400/-

5.2 **Past Experience:** The bidder must have experience of successfully completed or currently executing similar jobs/services* during last 7 years ending on 31st October'2022 should be either of the following:

5.2.1 three similar jobs / services with contract business volume of each not less than an amount equal to ₹2,11,200/- (including taxes).

OR

5.2.2 two similar jobs / services with contract business volume of each not less than an amount equal to ₹2,64,000/- (including taxes).

OR

5.2.3 one similar job / service with contract business volume not less than an amount equal to ₹4,22,400/- (including taxes).

* "Similar jobs/service" mentioned in S. No. 5.2 above shall be related to "shifting of computers along with all accessories, official records of offices" for any Central/State Government / PSUs / Nationalized Banks / Public Limited Company / Private Limited Company

5.3 The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.

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SECTION-VI
DOCUMENTS REQUIRED

The Bidders must submit / furnished following documents (duly certified and stamped by their authorized signatory) with the offer failing which the offer shall be ignored.

- 6.1 Bidder has to submit copies of appropriate business licences / registrations like **PAN** and **GST registration certificate**.
- 6.2 "No Deviation/Acceptance Certificate" i.e. **Annexure-A**.
- 6.3 "Declaration Certificate" i.e. **Annexure-B**.
- 6.4 Duly filled "Bidder's General Information" placed in **Annexure-C**.
- 6.5 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.20.1**, along with the offer (or **Annexure-D** as the case may be).
- 6.6 'Letter of Authority' on the Letter Head, as per **Annexure-E**.
- 6.7 "E-Banking Mandate Form" on the Letter Head, as per **Annexure-F**.
- 6.8 Duly filled "Check-List" i.e. **Annexure - I**.
- 6.9 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.9, in case an authorized representative has signed the tender.
- 6.10 Duly signed Un-price bid format (**Annexure-G**), by mentioning 'Q' in the column where quote is to be offered by the party.
- 6.11 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.12 Details of carriers/ vehicles to be deployed for shifting of material shall be submitted.

Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

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SECTION-VII
PROCEDURE FOR SUBMISSION OF TENDER

7.1 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating on each of the covers the tender number and due date & time as mentioned in the tender enquiry.

- **ENVELOPE-1:** Envelope of **Part-1 "Techno-commercial Bid"** shall contain documents required in **S. No. 5.00 and 6.00 above;**
- **ENVELOPE-2:** **Part-2 "Price Bid"** shall contain **Price-Bid format (Annexure-H)** only.
- **ENVELOPE-3:** **third sealed cover/envelope** shall contain required amount of EMD in the form of **Banker's cheque/ Pay order/ Demand draft** or attested copies of either **Udyog Aadhaar** or **EM-II certificate** or **valid NSIC certificate** or **online payment receipt** and shall be superscripted as **EMD.**
- **These three separate covers/envelopes 1, 2 and 3** shall together be enclosed in **FOURTH ENVELOPE** and this sealed cover shall be superscripted with tender number & due date.

Bids submitted without EMD or EMD in any other forms except the form as mentioned in clause No. 1.15 are liable to be rejected. If the Part-2 "Price Bid" (Annexure-H) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective tenderer(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar / online payment receipt will be checked immediately and their Techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate / online payment receipt is valid.

7.2 Envelope 1 containing Part-I "Techno-commercial Bid" and Envelope-3 containing EMD will be opened first and evaluated for technical qualification. Bidders who qualify in Technical Bid will only be considered for opening of Part-II "Price Bid"

7.3 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.

7.4 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The price bid have been given in the standard format at **Annexure-H** with the tender document.

Amish

ANNEXURE-A**No Deviation/Acceptance Certificate**
(To be submitted along with Part-1 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.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:22: NBP:008 Dated 03-12-2022 Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

ANNEXURE – B

DECLARATION CERTIFICATE

Dear Sir/Ma'am,

SUBJECT: Shifting of office files, stationery, computers with all accessories and general office purpose items from Sector-62, Noida to Sector-16A, Noida (Tender No. AA: GAX:22: NBP: 008, Dated 03-12-2022)

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

1. We confirm that bid complies with the total requirements / terms & conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners have not been punished under any disciplinary proceedings.
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 document. 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 & 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. 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,

Signature
With name, Designation & seal of the firm

ANNEXURE -C**BIDDER'S GENERAL INFORMATION**

Photograph of
bidder /
authorised
signatory
holding power
of attorney

Sl. No.	Description	Details
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.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Udyog Aadhaar Memorandum (UAM No.)	
9	Corporate Identification Number (CIN)	
10	Name of Bidder/ Contact Person	
11	Phone No. of Bidder / Contact Person	
12	E-mail Address of Bidder / Contact Person	
13	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm



ANNEXURE – D**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

ANNEXURE – E**LETTER OF AUTHORITY**

(To be submitted on letterhead along with Part-1 Bid)

[Proforma for Letter of Authority for Attending Bid Opening]

Date: _____

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings', 'Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

2. Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend bid Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending bid opening, the same shall be submitted to BHEL.

ANNEXURE – F**E-Banking Mandate Form**

(To be issued on bidder's letter head)

(To be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature

With name, Designation & seal of the firm

ANNEXURE -G

Un-Priced Bid
(TO BE SUBMITTED ALONG WITH PART-I BID)

S. No. (1)	Description (2)	Qty. (3)	Unit (4)	Unit Rate (Rs.) (5)	Amount (Rs.) (6)= (3)*(5)
01	Charges for packing, marking, labelling of office files, stationery, computers including all accessories, photocopier machines, fax machines, printers, scanners, utensils for pantry including crockery items, and any other material required for general office purpose, shifting from 8 th , 9 th , 10 th & 11 th Floor, Plot No. C-20/1A/1 Joy Towers, Sector-62, Noida(U.P.) to BHEL's new office space in cardboard cartons along with loading, transporting, unloading, unpacking, arranging of material at our new office space location at 5 th , 6 th & 7 th Floor of BHEL New Building Office, Plot No. 25, Sector-16A, Noida.	40	Nos. of Truck	In Figures: In Words: 	To be calculated by BHEL
Total Package Price (Excluding GST)					To be calculated by BHEL
GST (%)					
Total Package Price (Including GST)					To be calculated by BHEL

Notes:

1. "Total Package Price excluding GST" in above Price Bid Format shall be considered for evaluation as well as award of work.
2. The unit rate to be quoted in the above Price Bid Format should be inclusive of all charges (excluding GST).
3. Cost evaluation criteria: on 'Total Package Price (Excluding GST)'.
4. Truck means "one fully loaded truck (of material/items to be shifted) completing trip from Plot No. C-20/1A/1 Joy Towers, Sector-62, Noida to BHEL New Building Office, Plot No. 25, Sector-16A, Noida". The dimension/size of truck in which material is to be carried should be at least 14 (ft.) x 6.5 (ft.) x 4.5 (ft.) and cardboard carton of minimum size of 18(inch) x 18(inch) x 24(inch) shall be used.
5. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.

Signature
 With name, Designation & seal of the firm

[Handwritten Signature]

Annexure-HPRICE BID(TO BE SUBMITTED IN SEPARATELY SEALED ENVELOPE SUPERSCRIBING AS "PRICE BID")

S. No. (1)	Description (2)	Qty. (3)	Unit (4)	Unit Rate (Rs.) (5)	Amount (Rs.) (6)= (3)*(5)
01	Charges for packing, marking, labelling of office files, stationery, computers including all accessories, photocopier machines, fax machines, printers, scanners, utensils for pantry including crockery items, and any other material required for general office purpose, shifting from 8 th , 9 th , 10 th & 11 th Floor, Plot No. C-20/1A/1 Joy Towers, Sector-62, Noida(U.P.) to BHEL's new office space in cardboard cartons along with loading, transporting, unloading, unpacking, arranging of material at our new office space location at 5 th , 6 th & 7 th Floor of BHEL New Building Office, Plot No. 25, Sector-16A, Noida.	40	Nos. of Truck	In Figures: In Words: 	To be calculated by BHEL
Total Package Price (Excluding GST)					To be calculated by BHEL
GST (%)					
Total Package Price (Including GST)					To be calculated by BHEL

Notes:

1. "Total Package Price excluding GST" in above Price Bid Format shall be considered for evaluation as well as award of work.
2. The unit rate to be quoted in the above Price Bid Format should be inclusive of all charges (excluding GST).
3. Cost evaluation criteria: on 'Total Package Price (Excluding GST)'.
4. Truck means "one fully loaded truck (of material/items to be shifted) completing trip from Plot No. C-20/1A/1 Joy Towers, Sector-62, Noida to BHEL New Building Office, Plot No. 25, Sector-16A, Noida". The dimension/size of truck in which material is to be carried should be at least 14 (ft.) x 6.5 (ft.) x 4.5 (ft.) and cardboard carton of minimum size of 18(inch) x 18(inch) x 24(inch) shall be used.

Signature
With name, Designation & seal of the firm



Annexure-I

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
 (To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Compliance	Page No.
1	Power of Attorney or a true copy thereof duly attested by a Gazetted Officer / Copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.	☐ Yes ☐ No ☐ NA	
2	Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business.	For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.	☐ Yes ☐ No ☐ NA
		For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.	☐ Yes ☐ No ☐ NA
		For Society: Registration certificate Issued by Registrar of societies.	☐ Yes ☐ No ☐ NA
		For Sole Proprietorship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).	☐ Yes ☐ No ☐ NA
3	EMD in a separate envelope.	Cash deposit as permissible under the extant Income Tax Act (before tender opening);	☐ Yes ☐ No ☐ NA
		Banker's cheque / Pay order / Demand draft, in favour of BHEL (along with offer), payable at New Delhi	☐ Yes ☐ No ☐ NA
		FDR issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act.	☐ Yes ☐ No ☐ NA
		Online payment receipt in case Electronic Fund Transfer credited in BHEL account.	☐ Yes ☐ No ☐ NA
		Attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-D).	☐ Yes ☐ No ☐ NA
4	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years.	Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India.	☐ Yes ☐ No ☐ NA
		FY 2019-20	☐ Yes ☐ No ☐ NA
		FY 2020-21	☐ Yes ☐ No ☐ NA
5	Acknowledgement of I-T return of last three Financial Years.	FY 2021-22	☐ Yes ☐ No ☐ NA
		FY 2019-20	☐ Yes ☐ No ☐ NA
		FY 2020-21	☐ Yes ☐ No ☐ NA
6	Copies of Work Orders / Award Letters / Agreements along with "Experience / Performance Certificate(s)" of a similar nature and size for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.	FY 2021-22	☐ Yes ☐ No ☐ NA
		FY 2019-20	☐ Yes ☐ No ☐ NA
		FY 2020-21	☐ Yes ☐ No ☐ NA
7	The bidder(s), who have provided similar services in past or presently providing similar services to any of the BHEL unit / region, have to essentially submit "Performance Certificate" issued by concerned BHEL unit / region for satisfactory performance of works.	☐ Yes ☐ No ☐ NA	

8	Copy of the PAN card.	☐	☐	☐	
9	Copy of GST registration certificate (GSTIN)	☐	☐	☐	
10	No Deviation Certificate i.e. Annexure-A.	☐	☐	☐	
11	Dedclaration Certificate i.e. Annexure-B on the Letter Head.	☐	☐	☐	
12	Bidder's General Information i.e. Annexure-C.	☐	☐	☐	
13	'Letter of Authority' on the Letter Head, as per Annexure-E.	☐	☐	☐	
14	"E-Banking Mandate Form" on the Letter Head, as per Annexure-F.	☐	☐	☐	
15	Un-Price Bid i.e. Annexure-G.	☐	☐	☐	
16	PRICE BID i.e. Annexure-H	☐	☐	☐	
17	"Check-List" i.e. Annexure - I.	☐	☐	☐	
18	Signed & stamped complete tender document	☐	☐	☐	
19	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	☐	☐	☐	

EMD DETAILS

Name of Bank & Branch	DD / PO No.	Date	Amount (₹)
Or			
Online payment receipt No.:			

EMD will be waived off for MSEs and Startups upon verification.

Signature

With name, Designation & seal of the firm

Meenakshi Singh
Sr Eyr (NBP)