



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

(कॉर्पोरेट-कार्यालय / Corporate Office)

(बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली – 110049 / BHEL HOUSE, Siri Fort, New Delhi – 110049)

(फोन /Phone: 011-6633 7408 | ईमेल /Email: kashif@bhel.in)

NOTICE INVITING TENDER

SINGLE TENDER

To,

M/s DAMC Technicals
1619, 3rd Floor, Guljari Gali, Kotla Mubarakpur
New Delhi- 110003
GSTIN: 07AEZPL3548R4Z8
e-mail: damc.technicals@gmail.com

Sir/Madam,

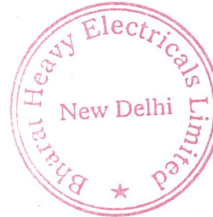
Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer under single-part for Repair / Servicing of File Compactor / Mobile Storage system installed at BHEL House, Siri Fort, New Delhi-110049.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:24:MA:101
2.	Date of issue of Tender:	10-12-2024
3.	Tender Title:	Repair / Servicing of File Compactor / Mobile Storage system installed at BHEL House, Siri Fort, New Delhi.
4.	Last date/ time for receipt of tender:	13-12-2024 by 10:00 AM
5.	Date/ time of opening of (Part-I):	13-12-2024 at 10:30 AM
6.	Place of Submission of Tender / Bid:	Tender box placed at the reception of Corporate Office, BHEL House, New Delhi-110049
7.	EMD (₹):	Nil
8.	Minimum Validity of tender offer:	45 days from the due date of submission of offer
9.	Scope of Work:	Repair / Servicing of File Compactors
10.	Duration of Contract:	30 days

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on <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 Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,



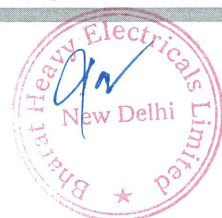
For & on behalf of
Bharat Heavy Electricals Ltd.

(Md. Kashif Ajmal)
Engineer (HR-GAX & ISMG)

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ACCEPTED AS ABOVE (SEAL & SIGNATURE OF BIDDER)

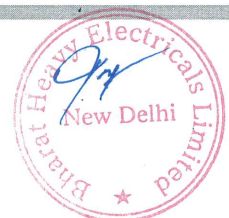


SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. SUBMISSION 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 with forwarding letter and 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:** All communications related to the tender shall be sent to email ID and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder 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. 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 causes.
- 1.1.7. Bidder is advised to study complete tender documents carefully. Submission of tender by 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 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. Bidder must submit their bid as per instructions in the NIT i.e. bid 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.
- 1.2.3. **SITE VISIT**: Before submission of Offer, the bidder is advised to inspect the site of work and the environment 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 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The cost of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

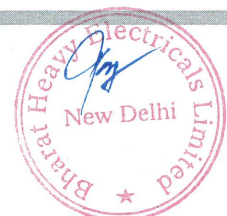
- 1.3. **COST OF BIDDING**: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs,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

1.4. TENDER OPENING:

- 1.4.1. Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. The last day of submission (or the extended date of submission) and the opening date of tender shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.5. LANGUAGE

- 1.5.1. The bidder shall quote the rates in English language and international numerals ONLY.
- 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. Rates 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.
- 1.6.2. 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.
- 1.6.3. 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.

1.7. 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.

1.8. **TENDER PRICES:**

- 1.8.1. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for further processing.
- 1.8.2. While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc.
- 1.8.3. All duties, taxes and other levies payable by the seller under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- 1.8.4. Lowest "PRICE" 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 L-1 price is not the lowest-acceptable price to them inter-alia other reasons.
- 1.8.5. Price bid should be submitted strictly as per the enclosed Price Schedule. Any deviation w.r.t. price schedule is not accepted and the offer having deviations are liable to be rejected. Total amount quoted by the bidder against Price schedule considering all the items into account shall remain firm & no deviation what so ever shall be allowed.
- 1.8.6. The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.
- 1.8.7. The work to be carried out under the contract shall, except as otherwise provided in tender conditions, include all labour, tools, plant, equipment, and transport which may be required in preparation of and for full & entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles as laid down in Technical Specification & elsewhere in Tender Specification.
- 1.8.8. Conditional Bids shall be summarily rejected.



1.9. APPLICABLE CONTRACTUAL VARIATIONS:

- 1.9.1. The quantities shown in the price schedule/BOQ may vary to any extent as per the requirement of the project/ work envisaged under the scope. BHEL also reserve the right to add or delete items depending upon the requirement during the course of execution. For such addition or deletion or quantity variation, the Contract price shall be adjusted based on the awarded unit rate, which shall be valid for a variation of +30% of the total contract value {Overall deviations limited to (+) 30% of the contract value (irrespective of any variation of individual quantities)}.
- 1.9.2. Within the validity or any extension of contract thereof, rates shall remain **firm** without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with bill(s), against the documentary evidence.

1.10. **VALIDITY OF OFFER:** Offers shall remain valid for **45 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. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

1.11. **COST EVALUATION:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL").

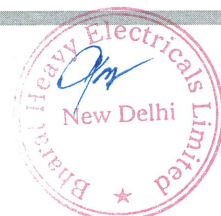
1.12. SECURITY DEPOSIT / PERFORMANCE SECURITY:

1.12.1 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. The Bank Guarantee format should have the approval of BHEL.
- 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).
- vi) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

1.12.2 **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.



In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

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, with the approval of the authority competent to award the work.

1.12.3 **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 06 (six) months from the date of completion of the contract whichever is later**, after deducting all expenses / other amounts due to BHEL under the contract.

1.12.4 **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.

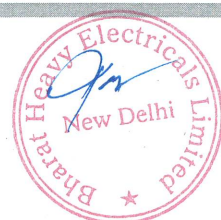
1.12.5 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned above.

1.13. **REJECTION OF BIDS**

1.13.1. BHEL reserves the right to 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.

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

1.13.3. 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.



- 1.13.4. 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.
- 1.13.5. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.13.6. 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.
- 1.14. "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.

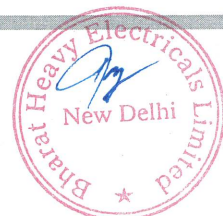
COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable 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".

- 1.15. 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.
- 1.16. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:** Violation/Non-Fulfilment of any terms & conditions laid down in the contract shall be termed as Breach of Contract. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.



Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.

- 1.16.1. 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
- 1.16.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.16.3. 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.
- 1.16.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.16.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.16.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL 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.

- 1.17. 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.
- 1.18. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.19. **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.
- 1.20. **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 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 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

- 1.23. **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.

- 1.24. **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.

- 1.25. **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** 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.

- 1.26. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY:**

- 1.26.1. 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 materials 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 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.

- 1.27. **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 wrong-doing, 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. 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.

- 1.28. **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" in favour of BHEL in such forms as shall be required by BHEL after the finalization of contract.
- 1.29. The quality of work will be continuously evaluated by Engineer-in-charge nominated by BHEL.
- 1.30. **LISASONING WITH LOCAL AND STATE AUTHORITIES:** The Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.31. 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.

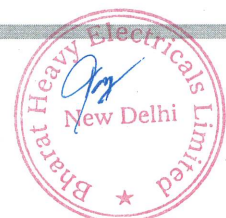
SECTION-II**SCOPE OF WORK**

2. The required Repair / Servicing of File Compactor / Mobile Storage system should include, but are not limited to, the following tasks:
- Inspection: Comprehensive inspection of all moving parts of File Compactor / Mobile Storage system, including tracks, wheels, and bearings to identify any wear and tear.
 - Repairing / Fixing / Commissioning of rolling handle mechanism, rolling chain in compactor, Sprocket mechanism etc.
 - Lubrication: Proper lubrication of all mechanical components to ensure smooth operation. Oiling, greasing to chains and compactor body to make it functional. Lubricants, Oil, Grease etc. to be provided by the Contractor.
 - Alignment: Aligning of rails of compactor for free functional movement of compactors. Re-alignment of all compactors and aligning movements with sprocket and chain mechanism.
 - Cleaning: Thorough cleaning of the compactor system, including tracks, guides, and cabinets to remove dust and debris.
 - Safety Checks: Inspection of safety features such as locks, handles, and anti-tip mechanisms to ensure they are functioning correctly.
 - For shifting of records, manpower shall be provided by BHEL.
 - The work shall be carried out up to the satisfaction of Engineer-in-charge.
 - All the FITTINGS / ACCESSORIES shall be supplied by BHEL.
 - All tools and tackles required for proper completion of work shall be arranged by contractor.
 - CARE OF BUILDINGS & STRUCTURES shall be taken by the contractor to avoid damage to the existing buildings / structures during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
 - The Contractor shall not at any time do, cause or permit any NUISANCE on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the Site and to the public in general.

2.1. COMPLETION SCHEDULE:

- 2.1.1. On intimation by BHEL through E-Mail for issue of LOI, the contractor has to immediately act upon for completing the formalities of signing of agreement along with deposition of initial security deposit within time specified in LOI. The contractor has to plan in parallel for initial mobilization of resources so as to commence the work by the date of commencement as specified in the LOI. Upon commencement of work, the contractor may be required to augment the resource as per the need of the work/ project.
- 2.1.2. The total contract duration is **30 days** from the date as stipulated in the LOI.
- 2.1.3. Periodic review shall be undertaken to monitor the progress of work.

- 2.2. **CONTRACTOR'S SUPERVISION:** The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agency approved by the Engineer-in-Charge.



- 2.3. **QUALITY & WORKMANSHIP OF EXECUTIONS:** The work, as envisaged in the scope of work shall be executed as per the best prevailing practices.

Below-par execution of work owing to poor workmanship, usage of inferior input material or improper machine & tools by the contractor shall not be accepted and the contractor shall be required to re-do the work without any extra cost to BHEL. No time extension owing to such rework shall be granted.

In case a substandard work (not conforming to specification) is accepted due to unavoidable reasons (to be decided by BHEL). Necessary deduction shall be effected from the amount payable to the work as decided by BHEL and the same shall be binding with contractor. This deduction shall in no way be considered a penalty for delay or any other reason.

- 2.4. **GUARANTEE / WARRANTY FOR EXECUTED WORK:** The Contractor will be responsible for the quality of the workmanship. The defect liability period for the work executed shall be **6 (six) months**. In other words, the work carried out in the contract shall be guaranteed / warranted against any inferior quality/ workmanship for a period of **6 (six) months** from the actual date of completion of the contract. The full Security Deposit (SD) amount shall be retained for the guarantee / warranty period and it shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge during guarantee / warranty period. During the guarantee / warranty period, if the complaint is reported in the work carried out, the contractor shall deploy his resources in the time frame given by the department.

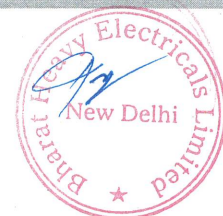
- 2.5. **COMMENCEMENT & COMPLETION OF WORK:** - The contractor shall commence the work within the time as indicated in the LOI and shall proceed with the same with due expedition without delay. No mobilization charges of any kind are payable.

2.5.1. If the contractor fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Contractor without prejudice to any of BHEL's other rights and remedies in this regard.

2.5.2. All the works shall be carried out under the direction and to the satisfaction of Engineer-in-charge.

2.5.3. The work executed under the contract, shall be taken over by BHEL when it has been completed in all respects & site is made clear.

- 2.6. In case the contractor requires any clarifications, the Engineer-In-charge shall be contacted.
- 2.7. All work shall be performed in a first class, neat and good workmanship manner by technical staff skilled in the trade involved.
- 2.8. The successful bidder has to carry out the work without creating any nuisance in the office-premise. No time extension will be allowed whatsoever be the reason.
- 2.9. The workers carrying out the work shall be provided with proper safety gear as per the requirements. The tools/ equipment for use shall be of standard quality.
- 2.10. The premises shall always be kept clean & the office staff shall not be disturbed by the contractor's labourers while working at site.
- 2.11. The contractor shall adhere to the rules, regulations & instructions of Security Dept. at the office premises. The contractor should also ensure that the workers do not loiter anywhere in the building other than the work site. Any action taken by Security Departments against the defaulters shall be contractor's responsibility.



SECTION-III
SPECIAL TERMS & CONDITIONS

- 3.00 **STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to, **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 FACTORIES ACT 1948, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), WORKMEN COMPENSATION ACT-1923, PAYMENT OF BONUS ACT-1965, PAYMENT OF GRATUITY ACT-1972, INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INDUSTRIAL EMPLOYMENT (STANDING ORDER) ACT-1960, THE INDUSTRIAL DISPUTES ACT-1947, THE BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996, THE BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE CESS ACT, 1996, INCOME TAX ACT, GST ACT-2017, DELHI BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) RULES, 2002, DELHI MUNICIPAL CORPORATION ACT-1957, BUILDING BYE-LAWS OF DELHI, DELHI FIRE SERVICE ACT-2007, DELHI DEVELOPMENT AUTHORITY (DDA) GUIDELINES, ENVIRONMENT PROTECTION ACT-1986, AIR (PREVENTION AND CONTROL OF POLLUTION) ACT-1981, WATER (PREVENTION AND CONTROL OF POLLUTION) ACT-1974, NATIONAL BUILDING CODE OF INDIA and the amendments made thereafter to these Acts/ Laws and from time to time.**
- 3.01 The successful bidder will accept full and exclusive liability for the Wages, PF, ESI, Bonus, Insurance, etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 3.02 The Contractor will be solely responsible for any unlawful act of their Workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of Workforce(s), the contractor will be responsible and shall make good of the same.
- 3.03 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail.
- 3.04 The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of statutory provisions/ obligations.
- 3.05 No excuses for hindrance viz. extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
- 3.06 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the Workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 3.07 The Contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.



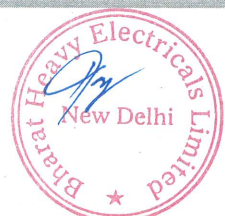
- 3.08 The Contractor shall abide by all the rules / regulations / status imposed by the Government or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.09 **INSURANCE:** Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution.

3.10 **CONTRACTOR'S RESPONSIBILITIES FOR SAFETY, INSURANCE, AND SHE MANAGEMENT:**

All necessary precautions with respect to safety at the site and environmental aspects, along with their impacts, must be taken by the contractor for activities performed by their workers. Where the safety of work is involved, the Contractor shall submit a written procedure to the Engineer-in-charge. The safety and security of the contractor's materials will be the contractor's responsibility. Additionally, precautions for the safety of personnel, machinery, fire hazards, and environmental aspects must be observed by the Contractor for activities performed by their workforce.

It is the sole responsibility of the Contractor to insure their workmen against risks of accidents and injury while at work as required by relevant rules and to pay compensation if necessary, according to the Workmen's Compensation Act. If, due to the contractor's carelessness, negligence, and/or non-observance of safety and other precautions, any accident/injury occurs to other persons or public, or damage to BHEL's property and/or personnel occurs, and if BHEL is unable to recover its full claim from the Insurance Company, the deficit will be recovered from the contractor. The Contractor shall be responsible for the necessary compensation and other expenses in full if so decided by the appropriate authority.

Furthermore, in addition to the safety practices to be followed, the Contractor shall establish, document, and maintain an effective Safety, Health, and Environment (SHE) management system.



SECTION-IV
COMMERCIAL TERMS & CONDITIONS

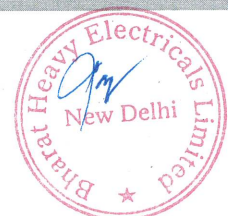
4.00 PAYMENT TERMS:

- i. No advance payment or the payment for mobilization of work will be made to the contractor.
- ii. Payment shall be made once the works get completed and for the actual executed quantity of items.
- iii. Payment shall be made within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME from the day of receipt of complete bill. 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. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- iv. The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.
- v. BHEL shall settle the final bill after deducting all the liabilities of Contractor to BHEL.
- vi. 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.
- vii. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the contractual & statutory obligations on his part for claiming this payment have been fulfilled as required under the contract.

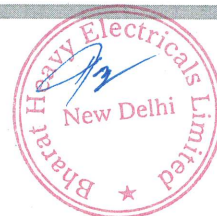
4.01 PRICE VARIATION COMPENSATION, BONUS & OVER RUN COMPENSATION: The price quoted shall remain firm during the contract period including any extension of the original contract period and no price variation compensation (PVC) shall be paid by BHEL for whatsoever reason. Early completion of work is acceptable by BHEL. However, no reward/bonus shall be admissible. While every endeavour shall be made by the BHEL, it cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation / extra payment / overrun compensation on this account

4.02 TAXES & DUTIES:

- 4.02.1 The Bill generated by the Contractor should include the following confirmations from the Contractor:
- 4.02.1.1 Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - 4.02.1.2 Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - 4.02.1.3 Certified that the contractor is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - 4.02.1.4 The contractor shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.
- 4.02.2 Contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal etc.



- 4.02.3 In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.
- 4.02.4 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 works.
- 4.02.5 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.02.6 GSTIN of BHEL will be provided to the Contractor along with the LOI.
- 4.02.7 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.02.8 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.
- 4.02.9 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.02.10 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.
- 4.02.11 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.
- 4.02.12 No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- 4.02.13 GST amount shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- 4.03 **PENALTY CLAUSES:** The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given **3 days** to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to service provider and/or from the Security Deposit. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total



penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, 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 etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.

- 4.03.1 Failure to provide services by the Contractor as per requirement or unwarranted behaviour / indiscipline of the workforce of the Contractor at workplace shall attract adverse remarks, which may be included in the Completion Certificate and / or attract any legal /administrative action on Bidder or of Bidder or both, as deemed fit.
- 4.03.2 **INCIDENTS RESULTING TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties and may also attract termination of contract as the case may be.

S. No.	Incident
A	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the service
B	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity.
C	In case of any misrepresentation while claiming the payment
D	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.
E	Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
F	Corrupt act of the contractor.
G	Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
H	Assignment, transfer, subletting of the contract work without BHEL's written permission. Non-fulfilment of any contractual obligations or obligations under the law.
I	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.

- 4.03.3 The grounds mentioned in hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract 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 **3 days**. If the Contractor does not remedy the deficiencies noticed in the written notice issued by BHEL within the period of **3 days** as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 4.03.4 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.
- 4.03.5 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the



Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative & time requirements:

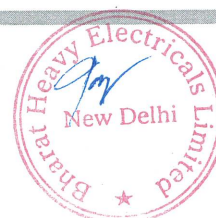
S. No.	Contract Agreement Defaults/Non-compliances	Penalties for Non-compliance
a.	Damage caused to the property of BHEL or of any of Official(s) of BHEL etc. present in the premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.	<i>Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the contractor and shall recover the same from the payments due to the Contractor and/or from the security deposit.</i>
b.	The total work under scope is to be completed within the schedule completion time. Site availability, clearances and other inputs in the scope of BHEL shall be made available to the contractor in time by BHEL. Delay in completion that may take place beyond contractual schedule OR any extension thereof for the reasons attributable to the contractor.	<i>Penalty equivalent to 0.5% of the total contract value for each day of delay or part thereof</i>
c.	In case the quality of work is not found satisfactory	<i>Penalty up to 10% of the total contract value or part thereof</i>

Note: Cumulative sum of all penalties shall not exceed 10% of the total contract value.

- 4.03.6 Further, apart from the foregoing, the Contractor will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.
- 4.03.7 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 Contracts 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.

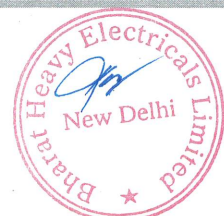
SECTION-V**DOCUMENTS REQUIRED**

- 5.0 The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 5.01 Bidder has to submit a copy of PAN and GSTIN Certificate.
- 5.02 Bidder has to submit e-Banking Mandate Form along with copy of cancelled cheque.
- 5.03 Bidder has to submit the "Acceptance Certificate" duly signed in the format Annexure-A.
- 5.04 The Bidder must submit "Declaration Certificate" i.e. Annexure-B.



SECTION-VI**PROCEDURE FOR SUBMISSION OF TENDER**

- 6.01 The tender is to be submitted in sealed cover prominently superscripted Tender number and due date & time as mentioned in the tender enquiry;
- 6.02 PRICE BID: The bidder must ensure that Price bid is submitted in the format attached.
- 6.02 Tender submitted by the bidder should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.03 The Bidder should accept all terms & conditions of the tender.
- 6.04 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. No deviations are acceptable.



ANNEXURE-A**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.

Signature
With name, Designation & seal of the firm

ANNEXURE – B**DECLARATION CERTIFICATE**

(to be submitted along with Bid)

Sir,

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

1. We confirm that bid complies with the total techno-commercial requirements / terms and 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 are not involved in any scam or disciplinary proceedings settled or pending adjudication. We also commit to adhere BHEL Fraud Prevention Policy, BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors.
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 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/offer/tender 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**PRICE BID**

**NAME OF WORK: REPAIR / SERVICING OF FILE COMPACTOR / MOBILE STORAGE SYSTEM
INSTALLED AT BHEL HOUSE, SIRI FORT, NEW DELHI-110049.**

S. No.	Item Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	Repair & Servicing of File Compactors Size: 915mm wide, 1980mm height (Ht.), 457mm depth Bodies are fixed/ movable are bolted to undercarriage made up of 2-3 mm thick HR Steel sheet which rolls onto channels/ rail of 1.2 - 2 mm thick HR steel & 25 mm square bright bar which are embedded to the levelled ground. a. Inspection: Comprehensive inspection of all moving parts, including tracks, wheels, and bearings to identify wear & tear. b. Cleaning: Thorough cleaning of the compactor system, including tracks, guides, and cabinets to remove dust and debris. c. Repairing / Fixing of rolling handle mechanism, rolling chain in compactor, Sprocket mechanism etc. d. Lubrication: Proper lubrication of all mechanical components to ensure smooth operation. Oiling, greasing to chains and compactor body to make it functional. Lubricants, Oil, Grease etc. to be provided by the Contractor. e. Alignment: Aligning of rails of compactor for free functional movement of compactors. Re-alignment of all compactors and aligning movements with sprocket and chain mechanism. f. Safety Checks: Inspection of safety features such as locks, handles, and anti-tip mechanisms to ensure they are functioning correctly.	318	Nos.		
2	GST				
3	Total (incl. GST)				



Signature
With name, Designation & seal of the firm

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

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary 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, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)
Signature of the Authorized Officer

Annexure-E

