



NOTICE INVITING TENDER

Tender Enquiry No.: BHEL/HERP/E&M/21-22/WC/W-01/FABRICATION Date: 23.06.2021

BHEL-HERP, Varanasi invites bid in two part bid system (Part-I: Techno-commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidder.

1. **Description of work:** Works contract for Framework agreement for Fabrication and assembly of miscellaneous jobs within HERP premises.
2. **Quantum of work:** 150 MT (Qty Variation +/- 10%)
3. **Duration of Contract:** One Year from the date of award of contract.
4. **Cost of tender Document:** : Not Applicable
5. **EMD Amount:** : NIL
6. **Due Date and Time for Submission of Bid:** 15.07.2021 (12:00 PM)
7. **Due Date and Time for Opening of Techno-Commercial Bid:** 15.07.2021 (03:00 PM)
8. **BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
9. **BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
10. **Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://eprocurebhel.co.in/nicgep/app>. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL.**

Enclosures to Tender Enquiry:

1. **Section-I: General Terms and Conditions**
2. **Section-II: PQR & Technical Terms and Conditions**

Note:

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website "www.bhel.com". All subsequent corrigendum/amendment shall be published only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

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Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



Section-I

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at HERP-Varanasi or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. OFFICIAL SECRET ACT :

The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them. A third party non-disclosure agreement as per annexure-G shall be submitted.

3. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Letter/Fax/ E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.



4. SECURITIES:

4.1 EARNEST MONEY DEPOSIT (EMD):

4.1.1 NIL (as it waived off up to 31/12/2021 due to pandemic)

4.2 SECURITY DEPOSIT (SD):

- 4.2.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 4.2.2 The total amount of Security Deposit will be 3% of the contract value excluding GST will be collected from the party to whom works contract will be awarded before start of work.
- 4.2.3 The amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:
- Local cheques of **Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Varanasi). EFT shall be made in Bank Account No.: 11103264820 of SBI, Main Branch Kachaheri, Branch Code: 0201, Varanasi., IFSC No. SBIN0000201. Receipt of EFT Transfer from bank shall be submitted to BHEL.**
 - RTGS/NEFT/Swipe through POS machine available at HERP.
 - Securities from Post Office such as NSC (certificates should be held in the name of contractor furnishing security and duly pledge in favor of BHEL and discharge on the back).
 - Fixed Deposit Receipt issued by Banks. The FDR should be in name of contractor, A/C BHEL, duly discharged on the back. FDR should bear its auto renewability clause or feature.
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 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.

(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.)

- 4.2.4 At least 50% of the required Security Deposit, should be deposited 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.
- 4.2.5 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.
- 4.2.6 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.

- 4.2.7 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 4.2.8 The Security Deposit shall not carry any interest.
- 4.2.9 Security Deposit shall be refunded/Bank Guarantee released to the contractor along with 'Final Bill' after deducting all expenses/other amount due to BHEL under the contract.

5. SUBMISSION OF OFFER / TENDER:

- 5.1. The bid is invited in two part as specified in NIT. In case of two part bid system offer shall be submitted as per following:
- 5.1.1. Part I: Techno commercial Bid: Techno commercial bid should be filled as per ANNEXURE-H to this section and should contain documents in the same order as listed there along with Documents for Pre-qualifying requirements, if applicable.
- 5.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per given format of Price Schedule given in the tender document. The Price Bid not submitted as per Price Schedule may not be considered.
- 5.1.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as "Techno commercial Bid" or "Price Bid" as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelope should contain following information:
- Tender Enquiry No. & Title of Work
 - Bid Opening date & time
 - Address/Venue of Bid Submission
 - Bidder's Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.

- 5.1.4 All papers/documents should be ink signed and rubber stamped by the bidder.
- 5.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address



at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.

- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 5.10 Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 5.11 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 5.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.13 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 5.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 5.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:
- 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.
 - 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
 - If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - 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.

- 5.16 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 5.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

6. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- Society: Registration certificate issued by Registrar of societies.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

7. PRICE SCHEDULE (PRICE BID):

- 7.1 Rate should be quoted strictly as per prescribed Price Schedule as per Annexure - I.
- 7.2 Rates to be quoted in figures and words by the Contractor.
- 7.3 There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
- 7.4 The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor during the validity of the contract.
- 7.5 Rate quoted above shall be inclusive of minimum wages as per govt. rules, additional wages as per BHEL rules, all statutory requirements like PF & ESI, Uniform, shoes, PPEs, bonus, machinery charges, Consumable cost, supervision charges and all other charges as per scope of work, as applicable exclusive of GST. GST, if applicable shall**



be paid extra at actual.

8. EVALUATION OF OFFERS

- 8.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 8.2 The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 8.3 BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 8.4 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 8.5 The bidder shall submit price on per kg basis. Price quoted on per kg basis (Price Schedule) shall be compared for purpose of arriving at L1.
- 8.6 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 8.7 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 8.8 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 8.9 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 8.10 BHEL reserves its right to negotiate with the Bidder.

9. CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

10. CONTRACTOR'S RESPONSIBILITY

- 10.1. To complete the assigned task apart from normal working hours, contractor will have to work in 'B' Shifts, Night Shifts (Night Shift Rules will be applicable) and on Holidays for which requisite permission will have to be taken by contractor.
- 10.2 The work shall be supervised by the contractor or by his representative on day-to-day basis.
- 10.3 To carry out the Fabrication and Assembly work within the delivery schedule.
- 10.4 All T&P for Fabrication and Assembly will be arranged by the Contractor. Electrical connection for Work shall be provided by BHEL at free of cost.
- 10.5 Contractor must obtain labor license from DLC, Varanasi within one month of award of contract, if more than 20 (twenty) workmen are engaged for Welding & Grinding work.
- 10.6 The Contractor shall also furnish daily and Monthly report showing the number of employees engaged in various categories of work and a progress report of work as required by BHEL Engineers.
- 10.7 Deployment of all category of manpower required for assembly, supervision of assembly work.
- 10.8 The work shall be executed under the usual conditions existing in work sites and in conjunction with numerous others operations at site. The bidder and his personnel shall co-operate with other personnel contractor coordinating his work with other and proceed in a manner that shall not delay or hinder the progress of work as a whole.



- 10.9 The contractor shall not cause or permit any nuisance on work sites or anything, which may cause un-necessary disturbance or inconvenience to other workers.
- 10.10 The contractor should ensure it before start of work that all engineers, supervisors and workmen engaged in the said work are fully insured by the contractor at their own risk & cost. Insurance copies are to be submitted before the start of work.
- 10.11 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road curb, fence, enclosure, water pipes, cable drains electric or telephone post or wire, trees or any other property or to any other part of erected component etc. the contractor shall make the same good at his own expense or in case of default, penal action as may be deemed fit may be taken by BHEL.
- 10.12 The contractor shall have total responsibility for safety, quality, all his equipment in his custody and quantity of material after it handed over and issued to you by BHEL.
- 10.13 The contractor shall be responsible for taking all safety precautions during the work. Workman engaged in Fabrication and Assembly should wear safety shoes, safety goggles/glasses and safety helmets etc at work places anywhere in HERP premises. Contractor should provide all the safely equipment/arrangement to their workman at his cost.
- 10.14 Sometimes it may become necessary for the contractor to handle certain un-required components in order to take out the required materials. The contractor has to take this contingency also into account. No extra payment is payable for such contingency.
- 10.15 The contractor has to arrange for dwelling of persons employed by him under this contract at his own cost.
- 10.16 The contractor must ensure latest revision of drawing from HERP before start of the work.
- 10.17 Contractor will have to give name of the team to be deployed for Fabrication and Assembly work during the contract with their welder qualification.
- 10.18 The workers deployed by the supplier / contractor for this work should be full time employees governed by Supplier's / Contractor's service conditions.
- 10.19 Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to the Uttar Pradesh with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labor (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 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. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.
- 10.20 Issuing material from store/ open yard as located from time to time for assembly. contractor shall be custodian of all the materials issued till the assembly is not handed over to BHEL.
- 10.21 No staff quarter shall be provided by BHEL.

11. ESCALATION (PVC)

Not applicable for this tender.

12. OVER RUN COMPENSATION (ORC)/ RATE REVISION

Not applicable for this tender.

13. LIQUIDATED DAMAGE AND PENALTY



If the contractor fails to maintain the required progress of work which results in delay in the completion of work as per contractual completion period as mentioned in Scope of Work, BHEL shall have the right to impose liquidate damage/penalty at the rate of 0.5% of the delayed quantity value per week of delay or part thereof subject to a maximum of 10% of the value of the executed contract price.

14. TAXES & DUTIES:

(A) GST PAYMENT: Basic invoice value and all other charges (except GST amount) will be paid as per tender document/agreement payment terms. GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into govt. account by service provider against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.
- (c) Display of GST credit against BHEL GSTIN No.09AAACB4146P2ZC on GSTN portal.
- (d) Input tax credit of GST can be availed by BHEL only when the services have been actually received and GST invoice is in possession of BHEL. Therefore, service provider should ensure the following in respect of tender document/agreement issued by BHEL:

- i. GST invoice should contain address, GST No. and PAN No. of BHEL as well as of service provider. Applicable SAC/HSN (whichever is applicable) code of the services should be indicated in the GST invoice.
- ii. Declare such invoice in his GSTR-1 return for the month of services provided.
- iii. Payment of GST to statutory authorities within prescribed time.

In case GST credit is delayed /denied to BHEL due to non or delayed receipt of services and or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from contractor along with interest /penalty leviable on BHEL.

In case service provider delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal shall be recoverable from service provider along with interest levied/leviable on BHEL.

Sometime BHEL HERP Varanasi is unable to avail input credit in spite of the fact that GST had been paid to the respective suppliers against their invoices. This happens due to either not filling of GST return within scheduled date or non-display of GST credit in BHEL GSTIN No. 09AAACB4146P2ZC or both of them. Therefore, to avoid any situation of loss of input credit to BHEL or liability towards interest/penalty, BHEL HERP will make payment in two parts i.e. Basic invoice value and all other charges (except GST amount) will be paid as per P.O. payment schedule and GST portion of invoice value will be paid on availability of credit of same in BHEL GSTIN.

(B) Applicable TDS under GST will be deducted from your gross bill value & Certificate for the same will be provided to you.

(C) Applicable TDS as per income tax act will be deducted from your gross bill value & Certificate for the same will be provided to you.

(D) Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting



document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

15. TERMS OF PAYMENT

- 15.1 Payment shall be made, on the Nos. of Measurement units weight in KG, successfully executed, by the Contractor. The contractor shall submit their clear & legible Monthly RA bills (in Duplicate) or one Final Bill as per his convenience, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report/measurement sheet duly signed by contractor & and BHEL Engineer.
- 15.2 All payments shall be released through electronic-pay mode only.
- 15.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will issue appropriate certificates in this regard.
- 15.4 GST, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.
- 15.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.
- 15.6 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.
- 15.7 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 15.8 Contractor shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 15.9 Normally, payment shall be made within 45 days of receipt of clear and accepted bill at BHEL's execution department. Contractor is required to submit the bill within 30 days from work completion.
- 15.10 Contractors are required to submit the final bill within 6 month from work completion, beyond this period, no claim will be accepted against work done.

16. PENALTY :

For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done.

17. SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own cost.

18. FORCE MAJEURE:



Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the contractor or BHEL has no control.

If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by the contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay. But, only time extension will be provided and the contractor shall not be eligible for any compensation.

RESOLUTION OF DISPUTES:

All disputes claims or actions arising out of/under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Varanasi.

19. ARBITRATION:

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- HERP-Varanasi. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Varanasi (U.P.). The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Varanasi (U.P.), court.

In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the bhel conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before , during or even after the commencement of arbitration proceedings or litigation before courts .

20. JURISDICTION:

The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Varanasi (U.P.), court only.

21. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- Serious lapse in performance, Persistence disregard of the BHEL instructions.



- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

22. RISK AND COST:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

23. TERMINATION

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

24. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor for a period of another one year.

25. CLOSING OF CONTRACT

The Contract shall be considered completed and closed, upon completion of all works specified in the contract document / BOQ & contractual obligations of the contractor fulfilled as per BHEL's requirement, after settlement of final bill and furnishing of No Claim Certificate in Non judicial stamp paper and Indemnity Bond in Non judicial stamp paper for compensating BHEL against third party liability for labour and all other statutory levies to Government agencies as well as , indemnifying M/s BHEL against all claims and demands including other govt. dues viz. EPF/ESI and all other dues/deductions from BHEL in regards to issued work order.

But, closing of contract does not relive contractor of his responsibility regarding Guarantee period.

Upon completion of guarantee period/defect liability period (DLP), BHEL may issue a completion certificate as per standard format, based on specific request of the Contractor.

26. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a. The tender documents shall be issued free of cost to MSEs.
- b. MSEs are exempted from payment of Earnest Money Deposit (EMD).
- c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25 % of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and



Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 25% (i.e. 6.25 % out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25 % sub-target for procurement earmarked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -

Minimum of 3 % reservation for women owned MSEs within 25% reservation.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 at Annexure -D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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.

- d. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

27. TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT

27.1 APPOINTMENT AND ENTRY IN FACTORY PREMISES

- 27.1.1 The contractor shall submit the request for issuance of gate passes of their workers along with Identity Proof (Voter ID/ Aadhar) to HR Department through contracting department in the format given by BHEL:
- 27.1.2 After submission of documents as in Para 27.1.1 Identity Proof (Voter ID/ Aadhar), the contractor shall issue photo identity card to the labour and submit to HR department through contracting department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

28.1 PERSONAL ACCIDENT INSURANCE POLICY:



- 28.1.1** Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- 28.1.2** The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- 28.1.3** The coverage shall be of Rs. 2 lakhs per individual. The sum assured (Rs. 2 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- 28.1.4** In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 2 lakhs to the nominee/ legal heir of such deceased contract worker.
- 28.1.5** The copy of policy shall be submitted after award of contract.

28.2 DISCIPLINE

- 28.2.1** The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL HERP Varanasi on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 28.2.2** The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 28.2.3** The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

28.3 SAFETY OF OPERATION

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards.

28.4 SUPERVISION OF CONTRACTOR LABORERS:

The contractor shall appoint identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility. The Contractor shall submit Power of Attorney in name of his supervisor. No extra supervision charges shall be paid by BHEL.

28.5 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, first aid medical facilities in the interest of the well-being of the worker shall be provided by BHEL at work place. Responsibility of medical treatment lies with the contractor.

28.6 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such



incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.”

28. GENERAL GUIDELINES TO CONTRACTOR:

- 23.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 23.2 The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 23.3 Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances, the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job.
- 23.4 Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on overtime, Sundays or on other declared holidays without written permission.
- 23.5 Contractor should submit a copy of standing orders if engaging 100 or more workmen and shall comply with the provisions of Factories Act.
- 23.6 The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, Maternity Benefit act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 23.7 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 23.8 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 23.9 If any accident/injury/loss/ occurs due to the operation of any equipment, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 23.10 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.



- 23.11 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 23.12 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 23.13 The Contractor will have to indemnify BHEL against:
- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
 - b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
 - c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
 - d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
 - e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
 - f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of Rs. 100 value.

29. BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractor / sub vendors /consultants /services providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.

30. DEALING WITH BANNED SUPPLIERS/CONTRACTORS IN BHEL:

The offers of the bidders who are on the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

31. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:

Suspension of business dealings with Suppliers/Contractors shall be dealt as per the guidelines available on BHEL website www.bhel.com.



LIST OF ANNEXURES TO GTC

SR. NO.	NAME OF ANNEXURE	DETAILS OF ANNEXURE
1	ANNEXURE-A	DECLARATION SHEET
2	ANNEXURE-B	CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION
3	ANNEXURE-C	CERTIFICATE OF DECLARATION CONFIRMING FIRM IS NOT BLACKLISTED / UNDER HOLD FROM BHEL VARANASI OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL AND FIRM IS NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE
4	ANNEXURE-D	CERTIFICATE BY CA FOR MSE BIDDERS
5	ANNEXURE-E	PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE
6	ANNEXURE-F	CONTRACT AGREEMENT FORMAT
7	ANNEXURE-G	THIRD PARTY NON-DISCLOSURE AGREEMENT
8	ANNEXURE-H	TECHNICAL BID FORMAT
9	ANNEXURE-I	INDEMINITY BOND FORMAT
10	ANNEXURE-J	PRICE BID FORMAT
11	ANNEXURE-K	Material Issue Voucher
12	ANNEXURE-L	DPT/FINAL Inspection Report



ANNEXURE A

(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Name & Signature of the bidder

(Seal)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
हैवी इक्विपमेंट रिपेयर प्लांट
HEAVY EQUIPMENT REPAIR PLANT
वाराणसी / VARANASI

ANNEXURE B

(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

**Name & Signature of the bidder
(Seal)**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
हैवी इक्विपमेंट रिपेयर प्लांट
HEAVY EQUIPMENT REPAIR PLANT
वाराणसी / VARANASI

ANNEXURE C

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Varanasi or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



ANNEXURE D

(Certificate by Chartered Accountant on letter head)

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-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date
..... as 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:

RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs -----Lacs
for Micro/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 5.0. 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

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi 110049 through it's unit at Varanasi distt, Varanasi(UP) herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor)have entered into contract arising out of Letter of Intent no. dt.....(hereinafter referred to as "the contract") for the construction of with the company.

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

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

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

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

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

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and



effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not withstanding the fact that the same is enforced after the expiry of the said period.

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

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs(Rupees.....). Our guarantee shall remain in force un till....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Varanasi, Distt. Varanasi (U.P.) only.

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

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory...no.....)

WITNESSES:

1 Name and Address

2 Name and Address

Notes:

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



ANNEXURE F

CONTRACT AGREEMENT FORMAT

Agreement No:

Date:

The agreement made on between M/s. Bharat Heavy Electricals Limited, , Varanasi , Distt Varanasi(UP) having its registered office at BHEL House, Siri Fort, New Delhi-110049 (hererin after called the contractee) the first party, (hereinafter called the Contractor) the 2nd party. Whereas through its tender enquiry no. and price bid/reverse auction held on the contractee had called for

And whereas the contractor has submitted his offer in pursuance of said tender notice. And whereas the company has decided to accept contractors tender mentioned above as per the offered rates and conditions specified in offer subject to other terms and conditions specified in the tender enquiry/ proposed agreement and the company's contract hereto.

And whereas the contractor has agreed to enter into specified above at the rates mentioned, subject to the conditions contained hereunder:

01. This agreement shall be valid fromto.....

02. The contractor shall do as per scope of work as given in the tender document.

03. The rate for the aforesaid work shall be

04. For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done- **Agreed.**

05. Contractor will have to deposit Security Money as required in work order issued within seven days after award of work order.

06. Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).

08. All other terms and conditions shall be as per issued to contractor by the contractee.

The security deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contractor and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the contractor.

Settlement of Disputes/Arbitration- All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit-HERP, Varanasi. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Varanasi. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Varanasi (U.P.), court.



Indemnity- That BHEL- Varanasi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-J Varanasi. If any such claim is made against BHEL- Varanasi by any worker or his heirs engaged/employed by the contractor, which BHEL- Varanasi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Varanasi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL- Varanasi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Varanasi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

In witness where the parties there to have here under signed the agreement.

Witness:

1. Name
Address

2. Name
Address

Signature of the Contractor

Name
Designation

Witness:

1. Name
Address

2. Name
Address

**For and on behalf of
Bharat Heavy Electricals Ltd.
HERP, Varanasi**



ANNEXURE-G

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company),
acknowledge that the information received or generated, directly or indirectly, while working with
BHEL on contract is confidential and that the nature of the business of the BHEL is such that
the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly
or indirectly, any information related to the BHEL. Without restricting the generality of the
foregoing, it is agreed that we will not disclose such information consisting but not necessarily
limited to:

Technical information: Methods, drawings, processes, formulae, compositions, systems,
techniques, inventions, computer programs/data/configuration and research projects.
Business information: Customer lists, project schedules, pricing data, estimates, financial or
marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall
return to BHEL all documents and property of BHEL, including but not necessarily limited to:
drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other
materials and all copies thereof relating in any way to BHEL's business, or in any way obtained
by me during the course of contract. I further agree that I, or any others employed or engaged
by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of
the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree
that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without
duress.

Dated at _____ this ____ day of ____ 20__.

Name

Company

Signature



ANNEXURE-H

TECHNICAL BID FORMAT

TABLE-I

Sl. No.	Description	Please Fill
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

TABLE-2

Sl. No.	Description	YES / NO	Remarks
1	Earnest Money Deposit (EMD)		Not applicable
2	Tender Document Cost, if applicable		Not applicable
3	Signed and stamped copy of tender documents		Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid (<i>Price bid format without prices</i>)		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements		Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	PF Code Number		Copy of the Certificate to be enclosed
9	ESI Code Number		Copy of the Certificate to be enclosed
10	PAN Number		Copy of the PAN Card to be enclosed
11	Income Tax Return (<i>of last 3 yrs</i>)		Copy of the ITR to be enclosed
12	GSTN No. & State Code		Copy of the Certificate to be enclosed
13	Validity of Offer		90 days from the date of tender Opening

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.



ANNEXURE-I

INDEMNITY BOND

THIS INDENTURE made this _____ (Date) between M/s _____ (hereinafter called the 'Contractor' which expression shall, where the context or implies, be deemed to include their executors, administrators, legal heirs and assigns) as ONE PART and HERP Bharat Heavy Electricals Limited (a Government of India Undertaking) company having its registered office at B.H.E.L. House, Siri Fort New Delhi-110049 (hereinafter called 'The Company' which expression shall, where the next so admits or implies, be deemed to include its succession in office and assigns) as the OTHER PART.

WHEREAS by _____ (Work Order No. & Date) issued by the Company which has been accepted by the contractor (hereinafter called "The said agreement") the Contractor has inter alias agreed to execute and perform the work _____ (Description of work).

The Contractor will have to indemnify BHEL against:

- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

Witness:

1. _____

2. _____

(Seal & Signed of Contractor)

Date:



Annexure-J

FORMAT FOR PRICE BID

**VENDOR HAS TO QUOTE THEIR COMPETITIVE RATE IN NOS FOR SCOPE OF WORK AS PER
ANNEXURE-A IN THE FORMAT GIVEN BELOW**

-

sl. no.	Works description	unit	quantity	Basic value (in Rs. Per kg)	Rate of GST	Total value with GST
1	Fabrication and Assembly of Miscellaneous job within HERP premises for a period of one year	Kgs	150000			

Note-

1. Vendor has to submit price bid in the above format.
2. Vendor must attach this price format in their letter head along with part-2 bid.

Contractor's Signature

Date: / / 2021



BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT, VARANASI

Material Issue Voucher

Drawing No							
Sr No	Item No	Item Description	Drg Qty	SIV No	SIV Date	Received Qty	Received Date

CONTRACTOR

BHEL



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
हैवी इक्विपमेंट रिपेयर प्लांट
HEAVY EQUIPMENT REPAIR PLANT
वाराणसी / VARANASI

Annexure-L



BHARAT HEAVY ELECTRICALS LIMITED

HEAVY EQUIPMENT REPAIR PLANT, VARANASI

Inspection Report

Inspection detail:

Drawing No			
Sr No	Item No	Item Description	Status of Inspection

BHEL
QC



SECTION II

SPECIAL TERMS AND CONDITIONS

(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions')

1. QUALIFYING CRITERIA:

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
A. Pre-Qualification Requirements:		
1.	<p>Contractor should have experience of having successfully completed "any type of fabrication work, gas cutting and machining. The contractor shall deploy welders having welding experience (minimum qualified welder)" during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following:</p> <p>(a) Three completed/executed works each costing not less than the amount equal to Rs 10.75 Lakhs.</p> <p style="text-align: center;">OR</p> <p>(b) Two completed/executed works each costing not less than the amount equal to Rs 13.44 Lakhs.</p> <p style="text-align: center;">OR</p> <p>(c) One completed/executed work costing not less than the amount equal to Rs 21.49 Lakhs.</p> <p>Copy of such work orders and performance report/completion certificate/inspection clearance report/other equivalent document issued by customer for successful execution of the order is to be submitted.</p> <p>The value of work executed against a framework agreement shall be considered as one completed/executed order.</p> <p>In case of experience in other than BHEL, TDS Certificate from customer shall also be furnished.</p>	Yes/No
2.	<p>Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year should be Rs 8.06 Lakhs. Audited Profit & loss account and balance sheet to be submitted for FY 19-20, 18-19 & 17-18.</p> <p>In case turnover is less than threshold limit of Rs.1 Crore, in that case unaudited Profit & loss account, balance sheet along with turnover certificate for said 3 years duly certified by Chartered Accountants to be submitted.</p>	Yes/No

BHEL reserves the right to verify the documents submitted by the contractor.

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.



TECHNICAL TERMS AND CONDITIONS

(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions')

1. Technical Terms and conditions

Name of Work: Fabrication and assembly of Miscellaneous job at HERP Varanasi Premises.

A. SAILENT FEATURES OF FRAMEWORK AGREEMENT:

The salient features of the Framework Agreement (FA) is detailed below:

1. The tender is being done for entering into Framework Agreement work to carry out Fabrication and Assembly of miscellaneous jobs within HERP premises, Varanasi.
2. The contract is for a tentative quantity of fabrication over a whole FA period or completion of job allotted whichever is earlier.
3. The framework agreement shall be valid for period specified in the tender documents for placement of Work Order(s) from the date of issue of Framework Agreement. However, the contract may be extended as per BHEL's policy on mutual consent of BHEL & contractor. There may be qty. variation of +/-10 % in work order quantity.
4. Only those contractors meeting the pre-qualification criteria are eligible to participate in the tender.
5. No price variation / price increase shall be entertained for any reason during the tenure of the agreement.
6. Fabrication will be carried with shield metal arc welding (SMAW) process hence contractor has to ensure availability of adequate no. of SMAW welding machines before start of work.
7. The work contains jobs like Valve body cover, Valve body, MPO, small fabricated items etc. The sample drawings, standard quality plan etc. are attached with this tender enquiry for understanding of scope of work involved. Bidders are requested to go through the same carefully before submission of quotation. Sample drawings are given with the tender enquiry, actual Drawings will be given at the time of allotment of work.

B. Technical pre-qualifying requirement: Contractor should have experience of having successfully completed any type of fabrication work. The contractor shall deploy qualified welders having welding experience.

C. ORDERING / LOADING OF JOBS:

There is no quantity distribution for this works contract however in case there are more than one L1 vendors (on Total Landed cost to BHEL basis) then only Quantity of work will be distributed equally in a fair and transparent manner among all the L1 vendors.



D. SCOPE OF WORK:

I) IN BHEL SCOPE:

- i) **Works Drawing:** BHEL will provide drawing for Fabrication and assembly of miscellaneous jobs.
- ii) **Space for work:** BHEL will provide space for fabrication & Assembly
- iii) **EOT Crane:** EOT crane on sharing basis for lifting and shifting of material.
- iv) **Electric Power:** Electricity shall be provided by BHEL at single point only near to their workstation. The distribution of power in their machines through SFU/TPN, isolators, bus bars, wires, cables, distribution board etc. of suitable rating shall be arranged by contractor themselves. Proper illumination at contractors' work stations shall be provided by BHEL
- v) **Raw material:** BHEL will provide preparatory raw material after GAS cutting, Chamfering and Bending to contractor for further processing of work as per drawing. All other types of work required for completion of finished product as per drawing is in the scope of contractor in their quoted price.
- vi) **Welding electrode:** To control the quality of product, welding electrode shall be provided by BHEL as per drawing.
- vii) **NDT:** NDT as per drawing shall be done by BHEL. In case of DPT, it will be witness by BHEL QC representative and done by contractor. DPT Kit shall be provided by BHEL QC.

II) IN CONTRACTOR SCOPE:

- a) Apart from the above facility provided by BHEL all other resources required for completion of finished product as per drawing is in contractor scope of work in their quoted price. The details scope of work is given below.
- b) **Study of Drawings:** BHEL will provide drawing for Fabrication and assembly of miscellaneous jobs. Contractor shall study the main assembly drawing and sub assembly drawing/ DU drawings. Contractors shall be solely responsible for referring all the Principal fabrication Drawings, GMS drawings, other cross referred drawings, Production Note drawings & QAP and any other document called for fabrication of the job. Any clarification of the Drawings, documents & specifications required by contractor should be asked in writing to BHEL.
- c) **Receipt of Raw Material:** Raw materials shall be received by contractor from BHEL after gas cutting, Chamfering & bending as per requirement of drawing.
- d) **Fabrication & Assembly of product:** Fabrication and assembly of the product including all type of work i.e. Grinding, Fit-up, Edge preparation, Welding, Gas cutting etc. as per drawing. All assemblies shall be fabricated as per drawings and other relevant manufacturing notes thereon. Required stiffeners to be fitted during assembly to control the distortion.
- e) **Welding:** Welding of all joints as per drawing shall be done by contractor. All welding shall be performed as per approved WPS provided by BHEL by qualified welders only. Contractor shall carryout the welding in such a manner that no distortion takes place. Due care shall be taken to control the distortion by suitably clamping the assembly during welding. The arcing on parent material and machined faces should be avoided strictly. Mostly welding will be done by shield metal arc welding Machine. Welders must have experience of working on SMAW machine and should have WPS qualification of SMAW welding.
- f) **Dressing:** Strict measures of quality control should be maintained throughout the work. The job should be free from spatters and undercuts. All dressing and cleaning shall have to be done to the satisfaction of Engineer In-charge/BHEL-QC.
- g) **Stenciling:** The Project name, Work Order No., DU Number, Weight, and Vendor Code number shall be legibly stenciled for identification. Identification of Structures shall be hand punched and stenciled as per stenciling plan provided by BHEL (if required).
- h) Shifting and handing over of finish products to BHEL at specified location.



- i) The fabrications shall strictly conform to dimensions and tolerances indicated in the drawings, QAP/SQP provided by BHEL. Care must be taken to strictly adhere to the "NOTE" given in the drawings. Deviation from drawings, QAP/SQP shall not be acceptable. If any deviation w.r.t. drawing documents is observed then correction of the deviation shall be done by contractor in free of cost.
- j) All types consumables (except welding electrode) like grinding wheels, cutting wheels etc. shall be arranged by contractor as a scope of work.
- k) Suitable machines / equipment such as welding machines- **Only IGBT machine** (SMAW), grinding machines, Gas cutting set, Mother oven (for welding electrode), portable oven (for welding electrode) along with all their accessories and other tools and tackles required for execution of job shall be arranged by Contractor. Only calibrated machines/ equipment to be used by contractor wherever required.
- l) All Fixtures and tools required for warpage removal, welding, fit up shall be in the scope of the contractor however material required for preparation for above will be provided by BHEL.
- m) All the electrical appliances deployed by contractor must be in healthy condition and safe for operation, Only IGBT welding machine shall be allowed for welding.
- n) Contractor shall be required to work in Shifts as per BHEL timings. However, according to workload.
- o) Contractor shall appoint supervisors for all Shifts for co-ordination with BHEL. Contractor to arrange adequate work force of experienced/qualified welders and fitters who should have good knowledge of reading BHEL Drawings and execute the job as per requirement of BHEL.
- p) To keep fabrication areas clean by doing complete housekeeping daily in all shifts. This responsibility will be totally of the contractor & failure in same will entail suitable action against him.
- q) Contractor must deploy manpower as per shop requirement. In case of failure to deploy required manpower suitable action shall be taken and suitable deduction also will be made from bills.
- r) Contractor shall start the work within 7 days from date of intimation given by BHEL.
- s) BHEL try to maintain the work flow on regular basis. However, BHEL shall not bind to provide work regularly.
- t) Contractor shall be responsible for loss of tools, instruments & as deemed fit recovery for loss/damage shall be made from contractor's bill.
- u) The work shall be measured in terms of weight in Kilogram mentioned in drawing for complete assembly of fabrication jobs duly cleared by BHEL Engineer.
- v) Contractor should not subcontract the work to other contractor. If found so, the work shall be stopped immediately and suitable penal action shall be taken as per BHEL policy and guidelines.
- w) In the event of contractor abandoning the work or delay in execution of work or denial to do the work, BHEL reserves the right, to get the unfinished work completed at contractor's risk and cost.
- x) After completion of the contract, the contractor has to clear all dues (like Bills, Security deposit etc. or any other claim as per contract) from BHEL within six months from date of completion of the contract.
- y) Contractor is also required to take all his equipment's, machineries, tool tackle etc. outside BHEL within one months from date of completion of contract, which he had brought in BHEL premises to work under the contract. After above mentioned periods, BHEL reserves the right not to accept any claims in this regard.

III) COMMENCEMENT OF WORK AND TIME SCHEDULE:

The date of material issue as per consolidated material issue voucher/register shall be treated as date of commencement of work.



IV) DELEVERY & TIME SCHEDULE:

- The total time schedule for complete work is 12 months from commencement of work.
- Delivery will be 15 days for up to 4000 Kg from the date of commencement of work as per the issue of all the items as per drawing by BHEL representative.
- If there is any delay attributed to BHEL due to non-availability of material, it is to be recorded clearly in the relevant documents and the equivalent extension in time schedule shall be given. The decision of execution team will be final for time extension.

V) PENALTY

If contractor will delay to deliver the job i.e. quantum required as per above mentioned terms of delivery, then LD will be calculated as **0.5% per week** of delayed quantity subject to maximum of 10% of work order value. Date of delivery of assembled product after fabrication to BHEL will be taken for LD calculation. However, the maximum LD against the Work order will be restricted to 10% of the executed work order value. No pro –rata basis will be followed for calculation of LD on the Quantity mentioned in the delivery.

VI) TERMS OF PAYMENT

Please refer clause no 11 of SECTION-I.

2. QUALITY SURVEILLANCE SYSTEM:

- The requirement of the job shall be as per drawings/SQP/QAP/QWI/Manual etc. provided by BHEL which is to be complied by contractor.
- The methods and procedures shall be followed as per Standard Quality Plan (SQP) for fabrication & assembly as applicable, provided by BHEL.
- Monitoring and verification of the methods, procedures, and products shall be done through various stage of inspections from start to end of the job.
- Inspection at various stages shall be done by BHEL - QC and proper record shall be maintained. Coordination for stage inspection by BHEL-QC shall be done by BHEL Execution team as per requirement. Inspection / clearance of job by BHEL QC shall be Contractor's responsibility. The stages of inspection shall be done as below:

Sr. No.	Stage of inspection
1	Fit Up
2	Assembly
3	Welding
4	Finish Product

- DPT at various stage of welding shall be witness by BHEL-QC. DPT kit shall be provided by BHEL.
- Next step of fabrication can only be done after clearance at each stage given above.



1. Techno-commercial Deviation Sheet

TENDER ENQUIRY NO & DATE:

WORK DESCRIPTION:

DUE DATE OF OPENING:

Mention any deviations from Tender enquiry if any, else mention “No deviation “)

We hereby confirm that except for above, there are no other Deviation from all terms and conditions mentioned in Tender documents.

Signature of Authorized

Representative /Bidder

Designation:

Name:

Date:

Name of Organization