

**BHARAT HEAVY ELECTRICALS LIMITED
15TH FLOOR, CENTRE – I
WORLD TRADE CENTRE
CUFFE PARADE
MUMBAI – 400 005**

**NIT for Repair Work flat no 701, 703, Hillview CSL,
Goregoan/E, Mumbai**

To,
M/s _____

Dear Sirs/Mams,

Sub: Repair Work flat no 701, 703, Hillview CSL, Goregoan/E, Mumbai

BHEL invites bid in two bid systems from established and experienced contractors Sub: Repair Work flat no 701, 703, Hillview CSL, Goregoan/E, Mumbai in line with the terms and conditions placed in the tender specification.

The bidders are advised to submit their most competitive and firm offers complete in all respect and without any deviation. The offers shall remain valid for **One month** for acceptance from the due date of tender. Tender should be submitted as stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

The bidders are required to submit their firm and most competitive offers complete in all respect in two parts i.e Technical Bid (Part 1); Price Bid (Part 2) through bids submission in Tender box, 15th Floor, BHEL, ROD , Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05 by 4.1.22 (15.00 hrs) The offer should comply with the entire tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like emails etc. will be accepted.

Bidders must submit their offer for the above on or before due date of tender ie **15:00 Hrs, 4.1.2022 in tender box. Technical bid (Part-1) shall be opened on 4.1.2022 , 15:30** Hrs or at extended time thereof. Price Bids (Part II) of technically qualified bidders only will be opened on only after due intimations to the qualified bidders. The bidders are advised to quote their firm and most competitive rates in the price bid.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-Addl. General Manager – MS & HR

Encl: Section as above

SL No	Description	Section No.
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1. General Information SECTION -I

Tender no.	RE:MUM:HRD:T:22/1
Name of Work	Sub: Repair Work flat no 701, 703, Hillview CSL, Goregoan/E, Mumbai
Work Site address	flat no 701, 703, Hillview CSL, Goregoan/E, Mumbai
Type of Contract	Work
Period of Contract	The work should be completed within 30 days from the date of receipt of work order
Earnest Money Deposit	Rs. 7621/- to be deposit online.
Cost of tender Document	NIL
Tender available on	https://bhel.com/tenders
Date of issue of Tender	28.12.2021
Last Date of Tender Submission	4.1.2022 (3 pm)
Opening Date & Time for Technical bid	4.1.2022 (3.30 pm)
Opening Date & Time for Price bid	Will be informed to techno-commercially qualified bidder
Address for communication	Bharat Heavy Electricals Limited, 14th / 15th Floor, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
Contact Person Details	Shri Prakash Salvi Sr. Executive-HR, Mob. 9930660009, salvi@bhel.in

2. Scope of Work- SECTION – II

Scope of work for repair of 703 and 701 are under

For 703

Sr no	Particular	Unit	Qty
A	HALL		
1	Window---5ft x 3.5ft		
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminum Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	17.5
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1
B	KITCHEN		
1	Window---3.5ft x 3.5ft		
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.25
2	Balcony		
i	Door--Providing and fixing new wooden door(using Ply board) with L drop and tower bolt	nos	1
ii	Marble Frame--Removing old Wooden frame and refixing Green marble frame patti.	lumsum	1

C	Common Bathroom and Toilet		
1	Window---3ft x 1.25ft		
i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.5
D	Bedroom		
1	Window---5ft x 3.5ft---2nos		
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	35
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	2
E	Balcony		
1	Window--11ft x 4ft		
i	Breaking & Removing Existing Window & Making frame (single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	76
iii	Removing old and refixing new MS grill with proper polish and painting	SqFt	114
2	Wall		
	Breaking and removing old plaster from the wall and touch up the same with proper manner with paint	SqFt	57
F	Master Bedrom		
1	Window---5ft x 3.5ft		
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1

ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	17.5
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1
G	Balcony (5.5ft x 3.5ft)		
1	Window--12.5ft x 4ft		
i	Breaking & Removing Existing Window & Making frame (single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	50

iii	Removing old and refixing new MS grill with proper polish and painting	SqFt	75
2	Wall		
	Breaking and removing old plaster from the wall and touch up the same with proper manner with paint	SqFt	57
H	Master Bathroom and Toilet		
1	Window---3ft x 1.25ft		
i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.5

For 701 flat

Sr no	Description	Unit	Qty
A	HALL		
1	Window---5ft x 3.5ft		
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and ccessaries	SqFt	17.5
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1
B	KITCHEN		
1	Window---3.5ft x 3.5ft		
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and ccessaries	SqFt	12.25
2	Balcony		

i	Door--Providing and fixing new wooden door(using Ply board) with L drop and tower bolt	nos	1
ii	Marble Frame--Removing old Wooden frame and refixing Green marble frame patti	lumsum	1
C	Common Bathroom and Toilet		
1	Window---3ft x 1.25ft		

i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.5
E	Bedrom		
1	Window---5ft x 3.5ft---2nos		
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	35
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	2
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I	Master Bathroom and Toilet		
1	Window---3ft x 1.25ft		
i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsun	1
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.5

Contractor has to clear all debris/waste material after completion of work.

The above measurement is approximate only. 100% payment on the basis of actual joint (with representative of BHEL) measurement, shall be made on completion of actual work **within 30 days** through RTGS/NEFT on receipt of your bill duly accompanied by satisfactory completion work certificate from BHEL.

3. Instruction to bidder SECTION III

- Bidders are advised to go through the tender document fully before submitting the dully filled tender in tender box for Techno-commercial bid (Part I) and Price bid (Part II).
- Envelope 1 should have
 - 2.1 CA certificate (for Turn over of last year) or Profit/Loss statement for last 3 year
 - 2.2 Latest Word order and respective completion certificate with mention of work value
 - 2.3 EMD transaction details or MSME proof
 - 2.4 Compliance certificate/self declaration
 - 2.5 Pan card, GST, Bank Details
 - 2.6 Signed and stamp copy of NIT, all pages including blank price bid
- Envelope 2 should have
 - 3.1 filled price bid, with sign and stamp
- Envelope 2 should have
 - 4.1 sealed envelope 1
 - 4.2 sealed envelope 2
- Tender box is located at 15th floor, BHEL ROD Mumbai Unit** Bharat Heavy Electricals Limited, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
- The bidder while submitting the offer should consider the most safe and reliable execution to be adopted for completion of work.
- The tender will be conducted and evaluated offline. The bidder shall submit his response through bid submission to the tender box.
- The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
- BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
- Payment of **EMD of Rs. 7621/-** shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

Name BHARAT HEAVY ELECTRICALS LTD

BANK : STATE BANK OF INDIA, CUFFE PARADE BRANCH

ACCOUNT NO : 10783155482

IFSC CODE : SBIN0005345

UTR details shall be furnished while submitting the tender.

11. Evaluation Criteria:

- 1. Offers of Parties meeting the Technical criteria will only be considered for further price bid opening /or Reverse Auction.**
- 2. The offers will be evaluated on the basis of the total price basis (Price Bid) for both 703 and 701 repair cost.**
- 3. Party with lowest quote will be called for further process.**
- 4. The order will be finalized on one party only.**
- 5. BHEL Reserves right to Negotiate with L1 party.**
- 6. In case of more than the one L1 Bidders, the L1 award of work would be decided by draw of lottery system.**

4.SPECIAL CONDITIONS SECTION-IV

- The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- Interested parties are requested to inspect the work site before submission of bid on any working day i.e. Monday to Friday between 1000 hrs. to 1700 hrs. (with permission). No change in scope of work /Deviation shall be entertained after opening of bids.
- Price bids of those bidders who Technically qualify will only be opened.**
- Rate will include labour and material of reputed brand, duly approved by BHEL.
- Payment terms:** Payment will be made within 30 days of submission of bills subject to all deductions & adjustments by BHEL as elsewhere provided in these terms and conditions of contract. All applicable taxes shall be deducted at source at the time of payment to the contractor in accordance with the provisions of relevant Acts as applicable.
- If Any services as per scope of work if not provided within stipulated time, the same may be arranged by BHEL at risk and excess cost of contractor.
- "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected.
- Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website www.BHEL.com on "supplier registration page".
- The bidder shall be responsible for enforcing all safety regulations as applicable
- In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the Bidder as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the Bidder & recover the same from payments due to the Bidder for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the Bidder to present his case.
- In case of any damage to property due to lapse by the Bidder/employee of the Bidder, BHEL shall have the right to recover the cost of such damages from the payments due to the Bidder.
- The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- Bidder shall indemnify BHEL against claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

14. The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.
15. The successful Bidder will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed.
16. **Sub-contracting/Subletting is not allowed.**
17. **Offer Validity:** 30 days from date of Tender opening.
18. Price Bid – Part 'B' Price to be quoted per sq. only (which includes duties, taxes, other Govt. levies etc.) only. Rate will include cost of labour and material. Material should be of reputed brand, duly approved by BHEL
19. All waste material should be removed (destroyed), complete cleaning and re-arrangement of furniture should be done by the successful bidder. BHEL will not bear the cost for it.
20. A copy of blank price bid duly signed by the contractor for acceptance, to be furnished along with Technical Bid.
21. Bidder(s) can collect tender documents from this office. Same can be downloaded from www.bhel.com/tenders till one day prior to last date of bid submission.
22. The bidders are advised to submit their most competitive and firm offers completed in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender.
23. Bidders must submit their bids by 15:00 hrs, 4/1/2022. The offers without EMD will not be considered for further Successful bidder shall be responsible for completion of the contract in all aspect. Techno commercial offers shall be opened on 4/1/2022 at 15.30 Hrs.
24. The work should be completed within 30 days from the date of receipt of work order/LOI.
25. BHEL reserves the right to reject any quotation without assigning any reasons thereof.
26. Penalty @ 5% per week of the contract value pro rata. Will be levied, if there is delay beyond the schedule completion period, subject to a maximum of 10%.
27. **Defect Liability:** Contractor shall be responsible to make good and remedy any defect in work noticed before expiry of one year from date of successful completion of work.
28. The party shall indemnify BHEL for all the losses / damages occurred during the operation of the contract.
29. **Arbitration:** If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing.. The award of the arbitrator shall be final and binding on both the parties.
30. **Statutory Levies:** The contractor will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by the State Government from time to time and all other statutory laws shall be complied by the contractor.
31. **Workmen Compensation:** It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Flats under Workmen Compensation Insurance Act against any unfortunate incidences / accidents while on duty.
32. **Risk Purchase / Penalty:** For the unsatisfactory / poor services and not redoing the job at its own cost, BHEL reserves the right to deduct 100% payment made towards the unsatisfactory job done and get the same done through another party at the cost and risk of the contractor.
33. **Cancellation of Contract:** BHEL reserves the right to terminate the contract by giving 15 days notice in writing without assigning any reasons to contractor and forfeit the security deposit.
34. **Timing for the Work:** We shall prefer to get the job during office hours from 9.00 to 17.30 on all working days.
35. **Shifting** the furniture and the other items, cleaning windows / glass panels, and re-arrangements shall be done by the Contractor. The Debris should be removed and complete cleaning shall be the sole responsibility of the contractor.
36. **TDS** as applicable will be deducted at source from your bill.

5.General Terms & Conditions SECTION V:

1.0 General Terms & Conditions: The following terms shall have the meaning hereby assigned to them except where the context requires otherwise

1.1 "COMPANY" OR "BHEL" (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.

1.2 "BIDDER" shall mean the Party bidding for the Tender.

1.3 "CONTRACTOR" shall mean the individual, Partnership firms or Private / Public Limited Co. or any legal entity who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "CONTRACTOR", "CONTRACTOR" "CARRIER" "TRANSPORTER" or "MTO" where the context so requires.

1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the Work order/LOI , the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to

Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).

1.5 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 Agreement.

1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

2.0 : SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT

2.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

3.0 Commencement of Work:

3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the Contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 Statutory Levies:

4.1 The contractor will pay all statutory liabilities of the workers and employees engaged by him

5.0 Workmen Compensation:

5.1 It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Officers/Flats under Workmen Compensation Insurance Act against any unfortunate incidences/ accidents while on duty.

6.0 FORCE MAJEURE:

6.1 Acts of God, Act of any Government, Covid pandemic, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having

jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

6.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.

6.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

6.4 Force Majeure conditions will apply on both sides.

7.0 SECURITY DEPOSIT:

7.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit .

Timely Submission of Security Deposit for Execution of the contract: "Bidder agrees to submit Security Deposit required for execution of the contract within 5 days of LOI issue. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."

7.2 Security deposit may be made in any of the following ways:

7.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

7.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.

7.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).

7.2.4 Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). 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.

7.3 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 Bidder or recovered from payment/s due to the Bidder.

7.4 The security deposit shall not carry any interest.(Note: Acceptance of Security Deposit against Sl. No. 7.2.3 and 7.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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). Securities / BG's shall be released after 13 **month** of successful execution, completion of the contract and upon fulfilment and conciliation of contractual obligations as per terms of the contract.

8.0 ARBITRATION :

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

8.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

8.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be in Mumbai.

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

8.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

8.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed 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.

8.7 In case of contract with Public Sector Enterprise (PSE) or a Government Department : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

9.0 Risk Purchase / Penalty:

9.1 BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

9.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.

9.3 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.

9.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 Cancellation of Contract:

10.1 BHEL shall have the right to cancel the contract for unsatisfactory performance. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving 15 days notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

11.0 Observance of Local Laws:

11.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

11.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.

11.3 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed.

12.0 Insurance:

12.1 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

12.2 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

12.3 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

13.0 Laws Governing the Contract:

13.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

14.0 Indemnity:

14.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

15.0 Requirements of Performance:

15.1 All permissions/Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap and consequences therefore including legal complications, if any.

15.2 The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

16.0 Earnest Money Deposit: The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

16.1 Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL Name:

Bank Name	: State Bank of India
Branch	: Cuffe Parade
Account Name	: Bharat Heavy Electricals Limited
Account No.	: 10783155482
IFS Code	: SBIN0005345
Bank Account Type	: Current Account

16.2 EMD of the Bidder will be forfeited if:

16.2.1 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

16.2.2 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

16.2.3 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

16.2.4 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.

16.3 EMD of successful bidder will be adjusted towards part of the security deposit.

16.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

16.5 EMD shall not carry any interest.

16.6 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

17.0 Invoices & Payment Terms:

17.1 No advance will be paid.

Contractor can raise the bill for repair of flat 703 after completion of required work in flat 703, followed by that of flat 701, after completion required work in flat 701. Based on actual completion and certification by BHEL officer, payment for completed work in 703 will be made online. Based on actual completion and certification by BHEL officer, payment for completed work in 701 will be made online. Contractor can also complete the entire work for flat 703 and 701 and submit final bill. Based on actual completion and certification by BHEL officer, payment for completed work in 703 & 701 will be made online.

The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

17.2 In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges to the contractor 30 days of submission of clear and certified bills. TDS/WCT as applicable will be deducted at source from the payment. Payment will be made only after completion of entire job in single invoice.

17.3 The payments shall be made through RTGS/NEFT. The contractor would be required to submit bank mandate in specified format duly signed by bank.

17.4 Even if the **prices offered are excluding GST**, the contractor will have to produce invoices showing the GST elements separately.

17.5 In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.

17.6 No advance will be given.

17.7 Vendor has to comply with all the provision of GST act. The GST amount claimed in the bill will be paid only after successful GST return filling and reflection of GST amount in GSTR-2A portal.

18.0 Discrepancy In Words & Figures: Quoted In Offer

18.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

18.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

18.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

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

20.0 Prevention of Corruption:

20.1 Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD.

20.2 The company shall be entitled to cancel the contract and to recover From the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.

21.0 Laws Governing the Contract:

21.1 The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

22.0 Jurisdiction of Court:

22.1 Courts at Mumbai shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

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

23.1 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.

24.0 Commitment by Bidder/ Supplier/ Contractor:

24.1 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.

24.2 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.

24.3 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.

24.4 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 www.BHEL.com and/or under applicable legal provisions”.

25.0 Safety of men, Equipment, Material & Environment:

25.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

26.0 MSE suppliers

26.1 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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate 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 I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-mail, then the above required documents are to be sent on the email. Documents should be notarized or attested by Gazetted officer.

27.0 License/Permission/Registration:

27.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any 1

28.0 Time Limit for Submission of Bills

28.1 The contractor shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

28.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

28.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

28.4 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

28.5 No unauthorized person should be allowed to work. No person with fever or symptoms of Covid is allowed to enter in work premises.

6. TECHNO- COMMERCIAL BID SECTION-VI:

TECHNO- COMMERCIAL BID		
Tender Ref: RE:MUM:HRD:T:22/1		
Sr No	Technical Criteria	Remarks/Documents to enclose
1	The average annual turnover for the last three years to be not less than Rs. 1.14 lakhs/-	Copy of CA Certificate for last three yrs to be submitted.
2	<p>Bidder must submit experience (proof) of having successfully completed similar work like "Civil/Repair Work " etc in least 7 years (ending last day of month previous to the one in which the tender is floated) as under :</p> <p>(copies of work order/ contract along / completion certificate to be enclosed)</p> <p>(a) Three contracts of value not less than Rs 1.52 lakhs each. <i>or</i></p> <p>(b) Two contracts of value not less than Rs. 1.91 lakhs each. <i>or</i></p> <p>(c) One contract of value not less than Rs.3.05 lakhs each.</p>	Copies of contract / work order/ satisfactory completion certificate from customer (with contact numbers/email of customer) must be attached. It is subject to verification.
	<p>EARNEST MONEY DEPOSIT Rs. 7621/- :</p> <p>The Bidders, should submit EMD in Online mode (RTGS/NEFT) in the given A/C of 'BHARAT HEAVY ELECTRICALS LIMITED as part of the Technical Bid. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders within a week of award of contract. A/C details :</p> <p>Bank Name : State Bank of India</p> <p>Branch : Cuffe Parade</p> <p>Account Name : Bharat Heavy Electricals Limited</p> <p>Account No. : 10783155482</p> <p>IFS Code : SBIN0005345</p> <p>Bank Account Type : Current Account</p> <p>UTR details to be enclosed</p> <p>NO hard copy cheque/DD/PO shall be accepted</p>	Details - UTR/Transaction No- Date-
3	The party must be having fully functional office setup in Mumbai.	Documents to submitted along tender documents
4	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	Documents to submitted along tender documents
5	All Tender documents to be stamped and signed, including blank copy of price Bid	Documents to submitted along tender documents
6	During the period of the contract of any of your employees come in contract with contagious diseases like Covid19,TB, Measles, Chicken Pox etc., as defined by Medical Council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.	Accepted Unconditionally
7	<p>Contractual & Legal Obligations:</p> <p>1. BHEL has privity of contract with employer only.</p> <p>2. No relation with the employment of employees.</p> <p>3. It is a contract and should not amount to</p> <p>- Joint Venture</p> <p>- Partnership</p> <p>This is a contract for repair work only and it will not amount to</p>	

	Employer – employee relationship 4. Will not deploy any casual employee or subcontract the job without written permission. 5. The contractor’s workers have to work as per the instruction of BHEL.	
8	Evaluation Criteria: As per NIT	Accepted Unconditionally
9	Payment Terms: As per NIT	Accepted Unconditionally
10	Bidder shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.	Accepted Unconditionally
11	The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.	Accepted Unconditionally
12	Bidder will be responsible for the good conduct of his employees. In case of any misconduct/ misbehaviour by any employee, the Bidder will replace such employees(s) immediately. Opinion of BHEL will be final and binding on Bidder with respect to the conduct of his employee	Accepted Unconditionally
13	Bidder will keep watch on his employees and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Bidder	Accepted Unconditionally

7 PRICE BID SECTION-VII

For repair of 703 and 701

A= for repair of 703 as under

Sr no	Particulars	Unit	Qty	Rate	Amount Rs.
A	HALL				
1	Window---5ft x 3.5ft				
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	17.5		
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1		
B	KITCHEN				
1	Window---3.5ft x 3.5ft				
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.25		
2	Balcony				

i	Door--Providing and fixing new wooden door(using Ply board) with L drop and tower bolt	nos	1		
ii	Marble Frame--Removing old Wooden frame and refixing Green marble frame patti.	lumsum	1		
C	Common Bathroom and Toilet				
1	Window---3ft x 1.25ft				
i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and	SqFt	12.5		
D	Bedrom				
1	Window---5ft x 3.5ft---2nos				
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	35		

iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	2		
E	Balcony				
1	Window--11ft x 4ft				
i	Breaking & Removing Existing Window & Making frame (single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and	SqFt	76		
iii	Removing old and refixing new MS grill with proper polish and painting	SqFt	114		
2	Wall				
	Breaking and removing old plaster from the wall and touch up the same with proper manner with paint	SqFt	57		
F	Master Bedrom				
1	Window---5ft x 3.5ft				
i	Breaking & Removing Existing Window & Making frame (Double patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		

ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	17.5		
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1		
G	Balcony (5.5ft x 3.5ft)				
1	Window--12.5ft x 4ft				
i	Breaking & Removing Existing Window & Making frame (single patti) in Green marble with 1:4 cement mortar and grey cement				
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	50		
iii	Removing old and refixing new MS grill with proper polish and painting	SqFt	75		
2	Wall				
	Breaking and removing old plaster from the wall and touch up the same with proper manner with paint	SqFt	57		
H	Master Bathroom and Toilet				
1	Window---3ft x 1.25ft				
i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.5		

A= Total cost in rs. for repair of 703 (without taxes) =

For 701 repair

Sr no	D	Unit	Qty	Rate	Amount
A	HALL				
1	Window---5ft x 3.5ft				
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement				
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	17.5		
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1		
B	KITCHEN				
1	Window---3.5ft x 3.5ft				
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement				
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.25		
2	Balcony				
i	Door--Providing and fixing new wooden door(using Ply board) withL drop and tower bolt				
ii	Marble Frame--Removing old Wooden frame and refixing Green marble frame patti.	lumsum	1		
C	Common Bathroom and Toilet				
1	Window---3ft x 1.25ft				
i	Breaking & Removing Existing Window & Making frame (Singlepatti) in Green marble with 1:4 cement mortar and grey cement				
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and	SqFt	12.5		
D	Bedrom				
1	Window---5ft x 3.5ft----2nos				
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement				
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	35		
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	2		
E	Balcony				
1	Window--11ft x 4ft				
i	Breaking & Removing Existing Window & Making frame (singlepatti) in Green marble with 1:4 cement mortar and grey cement				

ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and	SqFt	76		
iii	Removing old and refixing new MS grill with proper polish and painting	SqFt	114		
2	Wall				
	Breaking and removing old plaster from the wall and touch up the same with proper manner with paint	SqFt	57		
F	Master Bedrom				
1	Window---5ft x 3.5ft				
i	Breaking & Removing Existing Window & Making frame (Doublepatti) in Green marble with 1:4 cement mortar and grey cement				
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	17.5		
iii	Removing and refixing existing MS grill with proper polish and repainting	lumsum	1		
G	Balcony (5.5ft x 3.5ft)				
1	Window--12.5ft x 4ft				
i	Breaking & Removing Existing Window & Making frame (singlepatti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	50		
iii	Removing old and refixing new MS grill with proper polish and painting	SqFt	75		
2	Wall				
	Breaking and removing old plaster from the wall and touch up the same with proper manner with paint	SqFt	57		
H	Master Bathroom and Toilet				
1	Window---3ft x 1.25ft				
i	Breaking & Removing Existing Window & Making frame (Single patti) in Green marble with 1:4 cement mortar and grey cement	lumsum	1		
ii	Providing & fixing Aluminium Powder coated window with openable shutter door and normal glass with all necessary fittings and accessories	SqFt	12.5		

B= Total cost in Rs. for repair of 701 (without taxes) =

Total repair cost in Rs. for 703 and 701 (without tax) = A+B=_____

GST %=_____

Total repair cost in rs. for 703 and 701 (with tax) = A+B+GST=_____

GST will be paid extra as per actuals.

Figures in number and words should match.

Don't reveal price in technical bid. **It is to be given in price bid only.**

Price bid is to be quoted in separately.

Sign and Seal of the Bidder

SECTION VIII

(Letter of compliance in Company's Letter Head)

Ref No: Date:

To,
M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Colaba, Mumbai –400 005

Sub: Your Tender no RE:MUM:HRD:T:22/1

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender. Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

I/We, hereby declare and confirm that we have visited the work site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner.

Also 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 certify that The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

With reference to your above tender, we hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

We have submitted the price bid in your price bid format only without any deviations / conditions.

We also confirm that if any deviations / conditions in the Price Bid are mentioned, the same will not be entertained by BHEL.

We have visited the work site and understood the scope of work. We have expertise and capability to complete the same timely.

Thanking you,
Yours faithfully,

Name/Signature/stamp of the signatory.

SECTION IX
CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD (Applicable for MSME)

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- II)
_____ dtd. _____ Category: _____
(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date _____ as per MSME 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 ((i.e. original cost excluding land and building and furniture,
fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act,
2006:

Rs. _____ Lacs.

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

Date: (Signature) Name:

Membership number-

Seal of Chartered Accountant

-----XXXXXXXXXX-----

Brief introduction of party

Sl.No	Particulars	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile NO. of Contact Person	
5	Land Line No. FAX No.	
6	E-mail ID of the Party	
7	PAN No.	
8	GST No.	

Bank Account details for e-payment **SECTION X**

MANDATE FORM

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date: _____ ()
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp) _____ ()
Date _____ Signature of Bank Manager

Please attach a photocopy of cheque along with the verification obtained from the bank.
In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.