

NAME OF WORK: SERVICE CONTRACT FOR HISTOPATHOLOGY & CYTOLOGICAL TESTS IN BHEL MEDICAL FOR TWO YEARS DURING 2021-23.

Enquiry No: 90321 00009/ 04.05.2021

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER
PART-I (TECHNO COMMERCIAL BID)

1.	Tender Ref No:	90321 00009/ 04.05.2021
2.	Tender Type	Open Tender-Two Part (e-Tender)
3.	Name of work	SERVICE CONTRACT FOR HISTOPATHOLOGY & CYTOLOGICAL TESTS IN BHEL MEDICAL FOR TWO YEARS DURING 2021-23.
4.	Location of work	VENDOR WORKS
5.	Period of contract	Twenty-four (24) months from the date of award of contract
6.	Earnest Money Deposit (EMD)	₹ 15,000/- (Rupees Fifteen Thousand only). EMD is waived off for MSE vendors with UDYAM registration. (EMD shall be paid preferably in the NEFT form (Ref.Annex-A2 and the SBI-eCollect receipt shall be uploaded), EMD taken other than NEFT mode, should be forwarded in original, physically/couriered to WCM office/24 BLDG III Floor, on or before tender submission deadline. The scanned copy of the same should be uploaded in eprocurement site. For NEFT mode (Failing to adhere to the above, will make the bid liable for rejection).
7.	Tender Document details	Pages from 1 to 31
8.	Mode for submission of offer	No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/
9.	Contact details for queries related to tender	Shri Thiyagarajan V, Dy. Manager / WCM, 0431 257 1727; e-mail: thiyaguvj@bhel.in Shri Dineshwar Pahan, Dy Engineer /WCM, 0431-257 4564; e-mail: dineshwar@bhel.in Shri Balamurugan M, MGR/ WCM. 0431 257 6757; e-mail: mbn@bhel.in
9.1	Contact details for queries related to scope of work	Shri. V MAHESH, ENGINEER / MEDICAL 0431-2571931/ 3923 email: maheshv@bhel.in; barada@bhel.in
10.	Last Date for Receipt of Tender	15.05.2021/10:30 Hrs.
11.	Date of Techno Commercial Bid Opening	15.05.2021/15:30 Hrs.
12.	MSE benefits if applicable	Applicable

We, the tenderer, have gone through all the pages of tender document and accept the terms and conditions.

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A: Contractor Profile

1.	Name of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
1.1.	Status of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
1.2	Regd. Address of Enterprise/ Company/ Firm	To be filled in e-procurement portal
1.3	If offer is addressed from different address, as above, the same may specified.	To be filled in e-procurement portal
2	Details of documentary evidence submitted in support of Status of the Enterprise/ Company/ Firm.	Details to be filled and documentary evidence to be uploaded in e-procurement portal
Following documents to be uploaded in e-procurement portal based on status of Enterprise/ Company/ Firm.		
2.1	Sole Proprietorship	PAN/GST registration
2.2	Partnership	Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners to be furnished
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association
3.	Landline/Mobile number(s)	To be filled in e-procurement portal
4.	E-mail Address	To be filled in e-procurement portal
5.	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Annexure-A4.)	To be filled in e-procurement portal

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6.	BHEL- Trichy Vendor Code: (If vendor code is not available, kindly Submit the original NEFT/RTGS Format duly filled and signed as per Annexure-A3 along with cancelled cheque leaf)	To be filled in e-procurement portal
11	GST registration details (if not applicable vendor shall give declaration in this regard)	Details to be filled and documentary evidence to be uploaded in e-procurement portal

WNCM

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B: Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
A	EMD Amount: ₹ 15,000/- (Rupees Fifteen Thousand only). (Offer without EMD will be Rejected) (EMD IS <u>WAIVED OFF</u> FOR MSE VENDORS with UDYAM registration) (NEFT is the preferred mode of payment for EMD) EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure–A2 for making EMD payment through SBI-Ecollect) ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.	NEFT/RTGS PAYMENT DETAILS: OR DD/ FDR / PAY ORDER DETAILS: (Details to be filled and documentary evidence to be uploaded in e-procurement portal)
B	Income Tax Registration (PAN) (Copy of PAN to be uploaded).	Details to be filled and documentary evidence to be uploaded in e-procurement portal
B1	If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. (To be agreed by bidder)	
C	GST Regn. No. (Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer). (Copy of GST to be uploaded).	
D	1. Vendor shall render the services of experienced & qualified pathologist with minimum qualification of MD or DNB in pathology and minimum 2 years of post-qualification experience for execution of services as per contract. (Vendor shall confirm the same and provide details along with self-attested copy of minimum education qualification and declaration regarding experience of at least one pathologist having above mentioned minimum education qualification and experience). 2. The concerned lab shall directly participate in the Tender. (Details to be filled and documentary evidence to be uploaded in e-procurement portal) No intermediaries are allowed. Supplier should not sub-contract the work to any other person.	

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E	Acceptance to Scope of work and General Terms and Conditions of Contract. (Duly signed and sealed copy of tender document to be uploaded)	
F	“No deviation & Declaration certificate” on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)	
G	Applicable GST % against the scope of work (To be confirmed) GST % entered in technical bid, price bid xl. template should be same. However GST % confirmed during technical evaluation will be final for arriving netcash outflow to BHEL.	
	Note: 1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer. 2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.	

No splitting of work. The entire work will be awarded to L1 vendor only.

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INSTRUCTIONS TO THE TENDERERS

1. Tender only to be submitted electronically by logging to e-Procurement portal <https://eprocurebhel.co.in/>. Physical submission of tender shall not be accepted.
2. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form and tender without EMD will be summarily rejected. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
3. EMD may be submitted in the form of (i) Cash deposit under the extent Income Tax Act (before Tender opening) or (ii) Electronic Fund Transfer credited in BHEL account (before Tender opening) or (iii) Bankers Cheque/Pay order/Demand Draft (DD) in favor of BHEL Trichy or (iv) Fixed Deposit Receipt (FDR) issued by schedule banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR, In case, the same discharged FDR submitting second time as EMD "A Lien-Confirmation letter" issued from Bank must be submitted along with FDR). For vendors who are unsuccessful in the tender, who submitted FDR, it will be returned in person only.
4. In case of offline payments, the hardcopies of EMD documents i.e. DD/FDR submitted to WCM office/24 Building 3rd Floor, BHEL, Trichy before tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the tender will be summarily rejected.
5. Bidder should arrange for the EMD as specified in the tender. The original EMD should be posted/couriered/given in person in a sealed cover **super scribing "Name of Work" "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the tender.
6. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
7. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
8. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
9. Amount should be quoted as per the Work schedule (Price bid/Part –II). Amount quoted in any other form will not be accepted, and will be rejected.
10. The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender (As per annexure-A4)
11. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
12. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
13. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
14. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
15. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
16. Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.

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17. Tender can be cancelled at any stage due to unavoidable circumstances.
18. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
19. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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. CRITERIA FOR AWARD OF WORK:

Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. The Evaluation currency for this tender shall be INR.

21. If the contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
22. BHEL reserves the right to increase or decrease the tendered quantity.
23. BHEL does not guarantee ordering of any minimum quantity.
24. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
25. All the Statutory Obligations Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
26. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
27. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
28. BHEL reserves the right to cancel the tender or reject the lowest or any tender in full or in part without assigning any reasons whatsoever.

Other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such tender/contract.

29. MSE VENDORS (MICRO & SMALL ENTERPRISES):

- EMD is waived off for MSE (Micro and Small Enterprises only) vendors by submitting Udyam Registration
- If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/complete supply of total tendered value shall be awarded to MSE.

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- The preference to the MSEs will be given in order of their ranking.
- In case of tie among bidders, and if draw of lots resorted, involving MSE and NON-MSE vendors, NON MSE vendors will be removed and only MSE vendors will be retained.
- 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 are 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.
- However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- The MSEs who have applied for registration or renewal of registration but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- b) Conditional Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original are liable to be rejected.
- c) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- d) The contractor shall quote only the lowest possible amount, inclusive of all taxes (except Goods & Service Tax which will be paid by BHEL extra as applicable) that can be offered for the intended quantity.
- e) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- f) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- g) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- h) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted
- i) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & Govt. Tenders websites only (i.e. <http://www.bhel.com>, & <https://eprocure.gov.in>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- j) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
 - k) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
 - l) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations

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- of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- m) The contractor shall strictly adhere to various labour laws in force.
 - n) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
 - o) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
 - p) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
 - q) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
 - r) Water, Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.
 - s) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
 - t) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during tender opening/ or at any other meeting with BHEL for the purpose of this tender, which if found would be liable for rejection of their bid.
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- 1) The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. However, if the GST is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
 - 2) The works contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
 - 3) The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
 - 4) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
 - 5) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
 - 6) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
 - 7) All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
 - 8) The contractor has to carry-out the work in production shops without affecting the day to-day production activities.
 - 9) The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
 - 10) Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
 - 11) Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.

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- 12) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 13) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 14) The labour engaged under this contract cannot be deployed in any other works. Violation of this rule will be viewed seriously.
- 15) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.)
- 16) GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

17) Signing the Tender:

The Tender shall be signed by the Authorized Signatory Only. 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.

Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the tenderer only will be considered for eligibility criteria.

- 18) Expenses incurred by bidder towards preparation of bid incidental to tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- 19) The offers of the tenderer / bidders who are on the banned list and 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 web site (www.bhel.com → Tender Notification → List of Banned Firms).
- 20) The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.
- 21) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
- 22) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 23) Contractor has 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, experience etc. acceptable to concerned department.
- 24) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 25) The contractor shall submit police verification certificate in respect of the persons, engaged for first time

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- by the contractor, for delivering services.
- 26) The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 27) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 28) If a tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.
- 29) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees as mentioned in tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Vendor shall furnish valid email id's in the tender and regularly verify the same.
- 30) The tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 31) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 32) The Bidder, at his own responsibility and risk & cost, is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- 33) **BENEFITS TO STARTUPS:** Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.
- 34) **Preference to Make in India:**
For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."
- 35) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS: -

(A) Bill of Quantity:

Sl. No.	Description	UOM	Qty for 2 years
1	Small Specimens	NO	1238
2	Medium Specimen	NO	706
3	Large Specimen	NO	94
4	Gynac cytology	NO	10
5	Slides (Glass slides for reference purpose)	NO	54
6	Blocks (Paraffin block embedde with cut section of Biopsy specimen)	NO	38
7	ER PR & HER 2 NEU COMBINED	NO	32
8	IHC Markers	NO	43
9	FNAC Slide Second Opinion	NO	24
10	Her 2 Neu	NO	10
11	Bone Marrow Aspiration Study	NO	10
12	Flow Cytometry	NO	10
13	H1N1 PCR	NO	10

(B) Scope of Work:

- 1.Histopathology for small, medium, large sized specimens, two or three combined small biopsies, ER, PR. Her2neuProfile and cytology work like Papsmear, FNAC opinion, etc.
- 2.Representative should visit BHEL hospital every working day to collect the specimen and deliver the results within 5 working days.
3. Local collection center has to be specified for which to and fro charges will not be entertained.

Terms & Conditions:

1. The slides and paraffin blocks of biopsies should be given to us if required for references.
2. Advanced intimation should be given for closure due to holidays or for other reasons including break down of equipments etc.,
3. BHEL reserves the right to process/close this enquiry and the decision of BHEL is final and binding.

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4. BHEL reserves the right to increase or decrease the quantum and place order accordingly in any proportion based on the commitment requirement and vendor's capacity in terms of delivery and quality of performance or results.
5. BHEL reserves the right to visit and inspect your laboratory to ensure the availability of the equipments and the facilities for the test cited.

TERMS & CONDITIONS FOR THE CONTRACTOR:

1. In the event of contractor's failure to deliver services as per the terms and conditions in the tender, BHEL shall be entitled to operate the contract by applying Risk Purchase clause by engaging any other contractor at the risk & cost of contractor.
2. Service requirement shall be made by BHEL from time to time during the contract period and the contractor shall comply with the same. The quantity of services mentioned in the scope of work is only indicative and the actuals may differ and the payment shall be effected subject to the extent of services delivered on actual basis.
3. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
4. Applicable Taxes, if any should be mentioned separately.
5. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving initiation to the vendor.
6. BHEL will not be liable for any medical attendance, injury, loss of life of the persons engaged by the contractor while execution of the contract.

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GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area HOD to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS: The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

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7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- (i) Cash deposit under the extant Income Tax Act (before Tender opening) or
- (ii) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (iii) Bankers Cheque/Pay order/Demand Draft (DD) in favor of BHEL Trichy (along with offer) or
- (iv) Fixed Deposit Receipt (FDR) issued by schedule banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR).

In addition to above, the EMD in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee(BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. This means, for eg., If EMD stipulated for a tender is ₹ 2.50 lakhs, ₹ 2 lakhs shall be deposited in any of the above (4) modes and the balance ₹ 0.50 lakhs shall be given as bank guarantee”. However, if a tender has an EMD amount equal to or less than ₹ 2 lakhs, then BG cannot be accepted for EMD. Vendor should exercise caution while taking modes of EMD for appropriate amount, as per tender, failing which their offer is liable to be rejected.

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender or increase his earlier quoted rates.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers normally within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

Security Deposit (SD):

The contractor whose tender has been accepted shall, furnish security deposit within seven days of receipt of the notification of acceptance of his tender, as indicated. Security deposit shall be @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit (SD):

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign

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on back side of FDR).

- 3 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor 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.

Collection of Security:

At least 50% of the required Security Deposit, including the EMD, will be collected from the Contractor before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 7 days of LOI/WO as indicated. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:

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- a. Vendor declaring such invoice in Form GST ANX-1
- b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

Note: GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor

10. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

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12. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

14. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

15. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) **Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.**

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done /by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such

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percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

16. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:
b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area.

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

17. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

18. Special Powers to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

19. PAYMENT TERMS:

1. Payment will be made on completion of work on pro-rata basis, based on number of Histopathology of biopsy specimen or cytology work done as per the scope of work after acceptance and certification of Medical in-charge (BHEL Executive)

2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

1. a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time.

b. Any other relevant document which is required from time to time as per BHEL requirement.

3. Bills in duplicate may be submitted once in a month in the name of Medical Superintendent. Invoice shall contain the patients' name, investigations done and the rate etc. The payment will be made through EFT. Income tax will be deducted in each and every bill as per rules and TDS will be issued at the end of the Financial Year

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4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance may be paid for operational or any other expenses.

Goods and Services Tax (GST) will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

20. LIQUIDATED DAMAGES (LD)/PENALTY:

Penalty@ 0.5% of testing charge payable against delay work per day of delay on collection of sample or on execution of work as per delivery schedule (i.e. Submission of tests report within five working days from the date of collection of specimen by vendor's representative) or part thereof subject to maximum of 10% of the order value. In case any amendment/revision, penalty shall be linked to the amended/revised PO value.

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. Refund of Security Deposit:

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

25. Arbitration and conciliation:

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 Tiruchirappalli.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Tiruchirappalli, shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable:

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 to 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.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

27. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. Signing of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or

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other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”. BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

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

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.

1.2.3. 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. 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](http://www.bhel.com) and/or under applicable legal provisions”.

31.RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

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1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

32. REMOTE TRANSACTIONS:

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

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33. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

34. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

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ANNEXURE-A1

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work:

Enquiry No:

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

- Technical Bid-Qualifying Criteria-Price bid
- Scope of Work & Special/Technical Terms and Conditions
- General terms & Conditions of Contract

- We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid.

- We confirm to have submitted our offer strictly in accordance with tender instructions.
- We also hereby confirm that The quoted amount in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
- We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

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ANNEXURE-A2

EMD PAYMENT VIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.

1. In the next page, take print out of receipt.

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ANNEXURE-A3

**(NOTE: VENDORS ALREADY HAVING VENDOR CODE/PAID VIA EFT WITH BHEL TRICHY
PREVIOUSLY NEED NOT FILL THIS)**

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER NEFT/ RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER	
2	VENDOR CODE assigned by BHEL	
	Details of Bank Account:	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	SB a/c /CURRENT a/c / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal
With Membership No.

(Telephone / Mobile No. _____)

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ANNEXURE-A4

The tender must be signed digitally / physically by Proprietor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I/We do hereby make, nominate, constitute and appoint Mr, whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

vide Tender Enq No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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ANNEXURE-A5

**Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount
quoted by the vendor**

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except Goods & service tax. Applicable Goods & service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows: -

In this illustration, assume there are 2 items in the BoQ and the respective quantity and Percentage allocation is specified as below.

Item	Quantity	Unit	% allocated
1	500	Each	60%
2	400	Each	40%

If the total amount quoted by a vendor is 1,00,000/- (One lakh) for the entire package,

Then,

Rate per unit for Item 1 would be arrived as = $(₹1,00,000 \times 60\%) / 500 = ₹120.00/-$

In the same manner, the rate per unit, for item 2 would be arrived as follows,

Rate per unit for Item 2 = $(1,00,000 \times 40\%) / 400 = ₹100.00/-$

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

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PART-II (PRICE BID)
(BILL OF QUANTITIES)

Sl. No.	Description	Unit of measurement	Quantity for 24 months	% Allocation
1	Small Specimens	NO	1238	29.79%
2	Medium Specimen	NO	706	32.57%
3	Large Specimen	NO	94	7.54%
4	Gynac cytology	NO	10	0.10%
5	Slides (Glass slides for reference purpose)	NO	54	0.15%
6	Blocks (Paraffin block embedded with cut section of Biopsy specimen)	NO	38	0.15%
7	ER PR & HER 2 NEU COMBINED	NO	32	11.77%
8	IHC Markers	NO	43	5.18%
9	FNAC Slide Second Opinion	NO	24	0.58%
10	Her 2 Neu	NO	10	1.41%
11	Bone Marrow Aspiration Study	NO	10	1.41%
12	Flow Cytometry	NO	10	5.35%
13	H1N1 PCR	NO	10	4.00%

(Note: Do not write any amount/ values here.) Quote should be given only online in price bid xl-format).

GRAND TOTAL i.e. Total lumpsum value for the work, for all the 13 items based on this BOQ, given for the total contract duration of **24 months**, including all the taxes (except applicable Goods & Service Tax, should be given only online in xl-format, in eProcurement portal.

Refer **Annexure-A5**, illustration for rates to be arrived by BHEL.

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Note:

1. Total lumpsum amount quoted by vendor online, is for all the items in BOQ, for the quantity indicated, for the total contract duration as per tender.
2. The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except applicable GST. Applicable GST% shall be indicated, separately as required in tender, online. Goods & Service Tax will be paid extra on production of documentary evidence.
3. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Rate for individual items of BOQ will then be arrived by BHEL, as per Annexure-A5 in Technical bid. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representatives. (Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
5. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
6. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied except Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
7. No other pre conditions along with your offer will be entertained by BHEL.
8. The contractor while quoting shall take care of units specified against every item in bill of quantities.
9. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties" and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer.
10. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/complete supply of total tendered value shall be awarded to MSE.