



Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu

DETAIL OF TENDER DOCUMENT

Nature of Work: Network Maintenance Work at BHEL Ranipet

1. INFORMATICS CENTRE, BHEL RANIPET, is in the process of finalizing contract for: “Network Maintenance Work at BHEL Ranipet”
2. The tender documents are detailed as follows

S.No.	Description	Annexure No.	Page No.
1	Notice inviting Tender	A	2
2	Work Specifications & Contractors obligations	B	5
3	Qualifying Requirements	C	7
4	Instructions to Bidders	D	8
5	Tender Evaluation Criteria	E	10
6	General Terms and Conditions of Tender	F	11
7	Annexures	I-X	18-30

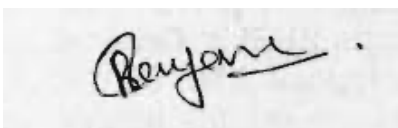
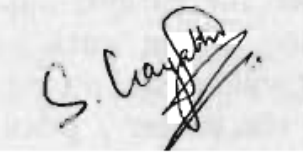
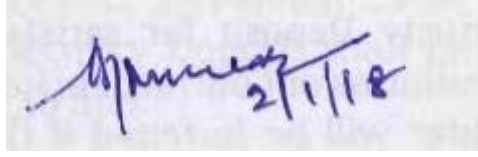
The duly filled in Technical and Price / Rate bids along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as

“**Quotation for Tender No.BAP:IC:3202A DATED 02/01/2018**” should reach us in a sealed cover on or before **29/ 01/ 2018 (14.00 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:-

**IC DEPARTMENT,
ENGG. BUILDING – GROUND FLOOR,
BHARAT HEAVY ELECTRICALS LIMITED
RANIPET , VELLORE DISTRICT
TAMIL NADU– 632 406.**

Note: Submitting or Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

3. Technical bid and Price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the “bids” are liable to be rejected.

Prepared by	Reviewed by	Approved by
		
Digambar Boyane/Er(IC)	S Gayathri/SEr (IC)	VijayakumarM/AGM(P&D/HR&IC/CIVIL)

Annexure-A

NOTICE FOR INVITING TENDER

1. Scope of Work	Network Maintenance Work at BHEL Ranipet
2. Tender Evaluation Criteria	As Per Annexure –E
3. Duration of the Contract	Two years
4. Other specific requirements	As per Tender
5. Nature of Tender	Open Tender(Two Part)
6. Last date of receipt of the Tender	29/ 01/ 2018 (14.00 hours)
7. Date of opening of Techno Commercial Bid	29/ 01/ 2018 (14.30 hours)
8.Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid
9.Place of submission of Tender/ Address on the Sealed Tender Cover to be/ Address for receipt/issue of tender	IC DEPARTMENT, ENGG. BUILDING – GROUND FLOOR, BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.

9. EARNEST MOMENT DEPOSIT (EMD):

Offers without EMD, will be rejected. The EMD amount of the unsuccessful tenderers will be returned on placement of the LOI and acceptance by the successful vendor.

- EMD cover shall contain requisite EMD in the form of Demand Draft (DD)/Online payment receipt. Tender without EMD / without MSME valid certificate will be summarily rejected. EMD in any other form will not be accepted.
- Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid. The completed qualification bid and price bid along with requisite EMD of Rs 28,800/- for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of "BHEL, Ranipet "payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013) / Pay online and enclose the payment details in the EMD cover and shall reach the Office of the undersigned on or before **20/ 01/ 2017** at 14.00 Hrs.
- (This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with BHEL's General Conditions of Contract enclosed. No interest will be paid on the earnest money deposit. EMD by the bidder will be forfeited if i) After opening the tender / price bid the bidder revokes his tender within the validity period or increases his earlier quoted rates ii) The bidder does not commence the work within the period as per work order / Contract. In case the Work order / Contract is silent in this regard then within 15 days after award of contract).
Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per Annexure (I).

10. SECURITY DEPOSIT:

- SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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

(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)

- At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- EMD of the successful tenderer will be converted and adjusted against security deposit.
- EMD and security deposit shall not carry any interest.
- Acceptance of security deposit as per clause (iv) & (v) 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.
- If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
- If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the

same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

- BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

RETURN OF SECURITY DEPOSIT:

- If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

Annexure-B**WORK SPECIFICATION & CONTRACTOR OBLIGATIONS****Technical Specifications -Scope of work:**

The vendor shall provide network maintenance support on 24x7 hours basis by posting **Three** CCNA certified and trained resident engineers at BHEL Ranipet. The contract period is for **24 months** from the date of acceptance of order. **This contract can be short closed after six months with one month notice period, if required by BHEL.**

A) Qualification for the Resident Engineers:

- Engineering Degree Holder with CCNA Certification
- Minimum Two year experience in network maintenance and support field.

B) Network Maintenance and support scope shall include the following :

- Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc.
- Update Network documentation
- Identify and resolving router and switches issues
- Network performance monitoring and analysis
- Trouble shooting and fixing Network related problems
- Managing devices like H-connect, Media Convertor
- Escalation of Network problems
- Co-ordinate with hardware team and other support groups
- Installation and configuration of active devices
- Complete log book of activities done by the resident engineers should be maintained.
- Cable dressing ,cable labeling, cable laying etc
- Network uptime monitoring with proper documents.

C) The resident engineers:

- Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in three shifts. Shift time is 06:00 AM – 2.00 PM, 02:00PM to 10:00 PM and 10:00PM to 06:00AM and shall be available on call basis round the clock, to meet any exigency.
- The CV of the Resident Engineers shall be vetted by BHEL Ranipet.
- When resident engineer goes on leave, suitable substitute shall be arranged for the leave period. If contractor is not able to arrange substitute then that day will be consider as absent day and respective money deducted from bills .
- if contractor employee fails to do network maintenance work then that day will be consider as absent day and respective amount will be deducted from bills.
- Shall ensure network connectivity up to the desktop level.
- Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.
- The rate quoted shall include PF & ESI remittance of the Engineers employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their Engineers.
- All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
- Personal protective equipment and formal dress code with safety shoes should be provided by vendor to their Engineers.
- Vendor should also provide network tools like LAN tester, crimping machine, punching tools,jaket stripper ,cable tracer and locator etc.

- Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
- Safety precautions should be taken while doing the work.

- D) The contractor has to comply all applicable statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay at least the prevalent minimum wages for skilled worker as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.
- E) The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs9,467/- Per Month. BHEL insisted additional payment payable to the skilled worker is Rs 4100/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs.13,567 . This minimum wage should be covered under Basic Pay.
- F) The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution .

Annexure-C

QUALIFYING REQUIREMENTS**1.0 Eligibility Criteria for Bidders**

- a) The bidder should be a company/firm .
- b) The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect in the format given in Annexure (VIII).

c) AVERAGE FINANCIAL TURNOVER:

The Average annual financial turnover of the bidder during the last 3 years ending 31st March 2017 of the year should be at least Rs.4.32 Lakhs . Supporting documents in form of Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant has to be submitted by the bidder.

- d) **EXPERIENCE** of having successfully completed similar works during last 7 years ending 30st November 2017 should be either of the following:-

Must have executed at least 3 (three) similar works in the last 7 years for minimum Rs 5.76 lakhs in each order.

(Or)

Must have executed at least 2 (two) similar works in the last 7 years for minimum Rs 7.20 lakhs in each order

(Or)

Must have executed at least one similar works in the last 7 years for minimum Rs 11.52 lakhs in each order

Note: Similar work means Network Maintenance work .

- e) Documentary evidences in form of copy of completion certificates from the customer justifying the above mentioned conditions should be submitted along with the Technical Bid.
- f) Bidder should not be under hold or delist or banned by any of BHEL unit as on bid opening date for Network Maintenance Work at BHEL Ranipet. Bidder should give declaration to this effect in the format given in Annexure (VII)
- g) The bidder can also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable. However, there can be no relaxation in the eligibility criteria mentioned above.

Annexure-D**INSTRUCTION TO BIDDERS**

- I. There can be only one bid from each Bidder.
- II. Bidder shall quote for full scope of the Tender .The contract will be awarded to one vendor for full scope of the tender and will not be split.
- III. The bidder should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the Bidder.
- IV. BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.
- V. The Bidder along with its associate/collaborators/sub vendors/sub-contractors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- VI. The rate quoted shall include PF & ESI remittance of the Workers employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their workers.
- VII. The contractor shall post suitable qualified and experienced persons to attend the work.
- VIII. The selected vendor shall submit the resumes to BHEL. The resumes of the engineer shall be vetted and accepted by BHEL.
- IX. All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
- X. Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
- XI. Safety precautions should be taken while doing the work.
- XII. The rate quoted shall be firm and valid for the entire contract period.
- XIII. The Contractor shall follow all statutory requirements like PF, ESI and Minimum wage Act etc, for the entire period of Contract.
- XIV. BHEL reserves the right to reject any offer without assigning any reason.
- XV. The contractor has to maintain necessary Log Book for the work carried out for the entire period.
- XVI. In case of planned absence of any person, suitable replacement shall be made available by the contractor.
- XVII. **PROCEDURE FOR SUBMISSION OF BIDS**
 - a. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
 - b. The Techno-Commercial bid and the Price Bid shall be submitted on or before 14:00 Hrs of the due date indicated in the tender notice.
 - c. Offer shall be made in two parts in separate envelopes, as specified below.

Part-I: Techno-Commercial Bid

This part shall consist of the following documents in a separate envelope:

- a. Earnest Money Deposit (EMD): Rs. 28,800/- (Rupees twenty eight thousand eight hundred Only))shall be submitted with the offer, in the form of Demand Draft from any nationalized bank /Online payment receipt. scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ranipet, Payable at Ranipet. EMD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd).
- b. All pages of the tender document should be signed.
- c. Un-priced Price Bid format duly signed with the tax break up details. Un- Priced Price Bid shall not contain any Price Information.
- d. All the supporting documents satisfying the Eligibility Criteria/Qualifying Criteria as specified in Annexure C. Bidder may include literature/leaflets, which is relevant to the offer and no general literature shall be enclosed.

- e. Copy of GST registration Certificate, TIN No. and PAN No.
- f. Confirmation to Compliance Sheet as per Annexure III.
- g. The offer shall not contain any counter Conditions / Terms by the bidder.

Part-II: Price Bid

This part shall consist of the following documents in a separate envelope:

- a. Price Bid as per the format given. The prices shall be quoted in Indian Rupees only.
- b. Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

XVIII. MARKING ON THE ENVELOPE

The offer – Part-I and Part-II – shall be enclosed in separate envelopes with bidder's distinctive SEAL and super-scribed with the details given below:

PART-I: 1. "PART-I: TECHNO-COMMERCIAL BID"

2. Tender Reference and Description of the Tender

3. Due Date for Opening of the Tender

PART-II: 1. "PART-II: PRICE BID"

2. Tender Reference and Description of the Tender

The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:

1. Tender Notice / Tender Reference and Description of the Tender

2. Due Date for Opening of the Tender

3. Bidder's Address and SEAL

Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.

XIX. BID OPENING

- a. PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- b. For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- c. Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company's authorization letter in original.
- d. Unsolicited bids shall not be entertained at any stage of the tendering process.
- e. No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- f. BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

XX. Tenders received through email/fax will not be considered.

TENDER EVALUATION CRITERIA

The Evaluation of the tender will be carried out as follows:

- a. The bidders shall be evaluated based on the qualifying requirements as given in Annexure 'C'.
- b. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
- c. The price bid shall be evaluated as a package and not as line items.
- d. The contractor shall be awarded the work on overall L-1 basis.
- e. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure F.

GENERAL TERMS & CONDITIONS OF TENDER

1.0 Amendment of bidding documents

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL web site (<http://www.bhel.com>) only in tender notification site.

2.0 Late Bids

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

3.0 BHEL's Right to accept or Reject any or all Bids

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

4.0 Price and Validity:

- a. Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/GST credit and vendors invoice to support the same.
- b. Price should be valid for a period of ninety days (90 days) from the date of opening of the tender.
- c. Bidder should give the price bid in the format as per Annexure X.

5.0 Applicability of Taxes: Applicable GST for Network Maintenance Work shall be quoted by the bidder. GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the details GSTN network within the statutory time period.

6.0 Contract Period: Two year from the date of Acceptance of LOI/Actual start date whichever is later. However this contract can be short closed after six months with one month notice period, if required by BHEL. BHEL will make payment only for the period Network Maintenance Work done. On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination

7.0 PAYMENT TERMS

The payment of AMC charges will be made at the end of each quarter. The payment will be made through EFT after receipt of invoice and verified by Informatics Centre

8.0 TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

8.1 LD CLAUSE: In case to complete the works are more than contract period, the penalty will be attracted on pro – rata basis on service charges and will be recovered including holidays.

Downtime will be calculated on monthly basis. The deduction for downtime will be as per the calculation given below:

Downtime in days = A

Monthly AMC value in rupees = B

Deduction Factor = D = 2

Amount to be Deducted in Rupees = M = (A) * (B/30) * D

9.0 GST :

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
6. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
7. HSN Code or Service Accounting Code for supply of goods or services.
8. Name & address of supplier
9. GSTIN of Supplier
10. Consecutive Serial Number & date of issue
11. Description of goods or services
12. Total value of supply
13. Taxable value of supply
14. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
15. Amount of Tax charged
16. Place of supply
17. Address of delivery if different from place of supply
18. Signature of authorized signatory
19. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
20. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
21. Discharging the GST tax liability to the Government.
22. Submission of Tax Invoice to BHEL.
23. Submission of proof of payment of GST to BHEL.
24. Availment of Input Tax Credit by BHEL.

Input Tax Credit

25. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not

attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/leviable.

26. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/leviable on BHEL.
27. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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 (details to be uploaded in GSTN portal).
28. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

29. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure

30. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision

31. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
- 32.
33. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- 34.
35. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
36. **In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
37. **If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.**

The following details to be furnished by the bidder:

S.No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

10.A) Proof of MSE Certificate:

If vendor have their MSE Certificate, EMD need not to pay for this work.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (find **Annexure I**) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last 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 deficiencies 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.

Documents should be notarized or attested by a Gazettes officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9(ii) at the time of tender evaluation.

10.B) SAFETY RULES

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Defective ladders shall not be used at all.
3. The necessary safety equipment such as gloves, helmet etc. must be issued to the employee by the contractor and strictly to be used while carrying out the work.
4. Gloves, safety belt, helmet, safety boot etc. must be issued to the employee and strictly to be used while carryout the work and Personal Protection Equipment should be provided by the contractor to the employee.
5. If the contractor's employee found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
6. The working area shall be kept clean and free from all obstructions.
7. All safety precautions are to be taken by the contractor at his cost.
8. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

11.0 Non-Disclosure Agreement :

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure IV.

12.0 Discrepancy in “words “ & “ Figures “ :

- a) 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.
- b) 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
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) 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.

13.0 Risk & Cost/Penalty:

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

14.0 Settlement of Dispute/Jurisdiction/Arbitration etc:

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Ranipet Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

15.0 Suspension

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

16.0 Reverse Auction:

“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder will

be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

17.0 Contract Agreement:

Successful bidder shall sign the Contract Agreement on bond paper (Rs 100 /-) in the format enclosed in Annexure IX of this Tender Document within One week of acceptance of LOI.

18.0 Settlement of Dispute/Jurisdiction/Arbitration etc:

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Ranipet Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

19.0 ARBITRATION:

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

20.0 JURISDICTION & GOVERNING LAWS:

15.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

15.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

21.0 EXEMPTIONS, CHANGES IN CONDITIONS

a. FORCE MAJURE: BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under or arising out of this contract if the delay or failure results from any of the following conditions - any unforeseeable acts/events beyond the control of the parties, and include natural disasters (earthquake, storm, floods), wars, riots, accidents, strikes, lockouts, epidemics, fire and Government Regulations superimposed after the date of order/contract.

b. In the event of the occurrence of any cause constituting FORCE MAJURE, the affected Party shall give notice with full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, within fifteen days from the event of force majeure.

c. If the Vendor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the contract, BHEL shall have the right to terminate the Contract on the same terms and conditions as are provided for in 'Termination' clause

22.0 BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

MSME CERTIFICATION**Annexure I****Certificate by Chartered Accountant on Letter head**

This is to certify that M/s.....,

(hereinafter referred to as 'Company') having its registered office at.....

..... is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II)..... dtd:.....

Category:.....(Micro/Small).(Copy enclosed)

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

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs

2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small(Strike off which is not applicable)Category under MSMED Act 2006
(Or)

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Un-Priced Bid Format

.No.	Description	Amount for Two Year(in Rs.)	Applicable GST		Total(inclusive of all Taxes) for Two years
			In %	In Rs.	
1	Network maintenance work by posting three network engineers for two years	Quoted		Quoted	Quoted

Note: 1) Bidder has to clearly specify Applicable GST in % in the respective column of the above given format and submit this filled page also while submitting for the Technical Bid.

CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

S. No	Description	Accepted (Yes/No)	Remarks
1.	<p>The vendor shall provide network maintenance support on 24x7 hours basis by posting THREE certified and trained resident engineers at BHEL Ranipet.</p> <p><u>The qualification and experience for the site engineers:</u></p> <p>Engineering Degree Holder with CCNA Certification and Minimum Two year experience in network maintenance and support field.</p> <p>The contract period is for Two Years (24 months) after acceptance of Contract . This contract can be short closed after six months with one month notice period, if required by BHEL.</p>		
2.	<p>Network Maintenance and support scope shall include the following</p> <ul style="list-style-type: none"> A) Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc. B) Update Network documentation C) Identify and solve the router and switches issues D) Network performance monitoring and analysis E) Trouble shooting and fixing Network related problems F) Managing devices like H-connect, Media Converter G) Escalation of Network problems H) Co-ordinate with hardware team and other support groups I) Installation and configuration of active devices J) Complete log book of activities done by the resident engineers should be maintained. K) Cable dressing ,cable labeling, cable laying etc L) Network uptime monitoring with proper documents. 		
3.	<p>The resident engineers:</p> <ul style="list-style-type: none"> A) Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in THREE shifts. Shift time is 06:00 AM – 02:00 PM , 02:00PM to 10:00 PM,10:00 PM TO 06:00AM and shall be available on call basis round the clock, to meet any exigency. B) The CV of the Resident Engineers shall be vetted by BHEL Ranipet. C) When resident engineer goes on leave, suitable substitute shall be arranged for the leave period. D) Shall change the resident engineers only after seeking 		

	<p>permission from BHEL and arranging for proper substitute.</p> <p>E) Shall ensure network connectivity up to the desktop level.</p> <p>F) Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.</p> <p>G) Accommodation, boarding, transport and other logistics for these engineers are vendor's scope.</p>		
4.	<p>A) The contractor has to comply all applicable statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay at least the prevalent minimum wages for skilled worker as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.</p> <p>B) The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs9467/- Per Month. BHEL insisted additional payment payable to the skilled worker is Rs 4100/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs. 13,567/- Per Month. This minimum wage should be covered under Basic Pay.</p> <p>C) The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution.</p>		

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name:

Company:

Signature:

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR										
		PAN No									
02	VENDOR CODE (as in WORK ORDER)										
03	Details of Bank Account:										
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)										
B)	BANK TELEPHONE NUMBER (WITH STD CODE)										
C)	BANK BRANCH CODE										
D)	MICR CODE										
E)	ACCOUNT NUMBER										
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT									
G)	VENDOR NAME AS PER BANK RECORDS										
H)	BANK BRANCH RTGS IFSC CODE										
I)	BANK BRANCH NEFT IFSC CODE										
J)	VENDOR'S E-MAIL ID (give two ids)										
K)	NAME OF AUTHORISED SIGNATORY										

CERTIFICATE

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 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, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH 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)

Authorization no:

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorized Signatory and certified by Banker.

ANNUAL TURNOVER OF BIDDER

Sl.No.	Financial Year	Turnover (In Rs. Lakhs)
1		
2		
3		

Note: During the last 3 years ending 31st March of the previous year

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

Annexure VII

CONFIRMATION ON NOT HOLD/DELISTED/BANNED

With reference to the tender<tender ref no>we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for Network Maintenance Work at BHEL Ranipet

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

Annexure VIII

CONFIRMATION OF NOT BANKRUPTED

With reference to the tender<tender ref no> we confirm that we have not been involved in any bankruptcy issues as on bid opening date for Network Maintenance Work at BHEL Ranipet..

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

ANNEXURE IX

Contract Ref:

Agreement for Network Maintenance Work at BHEL Ranipet

This agreement made on this ____ day of ____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of Network Maintenance Work and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for Network Maintenance Work at BHEL Ranipet for a period of Two years as per contract (<loi ref no and date>) and 'Company' has agreed to provide Network Maintenance Work at BHEL Ranipet under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1.0 CONTRACT REFERENCE:

1.1) This Agreement shall be read along with terms and conditions mentioned in the tender document including General Terms and conditions of the Tender and Contract (<loi ref no and date>). All Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2.0 SCOPE OF CONTRACT (in brief):

Company will provide Network Maintenance Work at BHEL Ranipet for a period of Two years in consideration of the payment as per Terms and Conditions of the Contract.

3.0 DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4.0 MAINTENANCE:

- 4.1 Network manpower shall be deployed to keep the network in good working condition during the period of Contract.
- 4.2 The 'Company' will station three CCNA qualified and experienced (minimum Two year) Engineers at BHEL site during contract period, for upkeep and maintenance of network system. Out of these three engineers, one engineer should come in R1 shift (6:00 AM to 2:00 PM) and other two engineer should come in R1 & R2 shift (ie 2.00 PM to 10.00 AM & 10.00 PM to 06.00 AM) and shall be available on call basis round the clock, to meet any exigency.
- 4.3 'Company' shall arrange a system for registration, monitoring and redress of all complaints during the contract period.
- 4.4 The contractor has to comply all applicable statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay at least the prevalent minimum wages for skilled worker as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.
- 4.5 The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs9467/- Per Month. BHEL insisted additional payment payable to the skilled worker is Rs 4100/- Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs. 13,567/- Per Month. This minimum wage should be covered under Basic Pay.
- 4.6 The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution

5.0 PAYMENT TERMS:

Payment will be made on Monthly basis in arrears and after receipt of invoice and duly certified the same by Informatics Centre. The payment will be made through EFT .

6.0 TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

7.0 CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

8.0 ARBITRATION:

Any dispute arising out of or in connection with this Agreement shall be resolved by Arbitration by a Sole Arbitrator. The parties agree that BHEL shall appoint the Sole Arbitrator. The Sole Arbitrator shall conduct the arbitration proceedings in accordance with the Arbitration and Conciliation Act 1996 and their statutory modifications and re-enactment thereof.

The place of Arbitration shall be Ranipet, Tamil Nadu. The Arbitrator may hold the proceedings at any venue as per his convenience, after consultation with the parties.

9.0 JURISDICTION & GOVERNING LAWS:

9.1)In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

9.2)This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

10.0 ENTIRE CONTRACT:

10.1)The Contract No: ((<loi ref no and date>)) forms part of this agreement along with the references mentioned therein.

10.2)This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 20_____

Annexure X**Price Bid**

SI.No.	Description	Amount for one Year(without tax in Rs) (A)	Amount for two Year(without tax in Rs.) (B) = 2* (A)	Applicable GST Taxes		Total(inclusive of all Taxes) for Two years (D) = (B) + (C)
				In %	In Rs. (C)	
1	Network maintenance work by posting three network engineers for two years					

(Total amount incl. GST for Two years in words : _____ only)

DECLARATION FROM BIDDER

We hereby declare and confirm that we have understood the works as per tender <tender ref no>and acquired full knowledge and information about the total works involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of works.

Also we declare that, we fully comply with all the requirements of the tender and confirm our willingness to participate in RA process if BHEL decides to go for RA.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date: