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2012

NOTICE INVITING TENDER

(Document No. PS:MSX:NIT)

NIT NO.:

BHEL/NR/SCT/ADMIN/ FURNITURE
REPAIR /1068

Bharat Heavy Electricals Limited



1 of 51

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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL. NO.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/ADMIN/ FURNITURE REPAIR /1068	
ii	Broad Scope of job	Providing Repair works, parts and fixtures for Furniture and other allied Fittings in PSNR,HQ Office premises.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	NIT and Tender Terms & Conditions of Contracts consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Not Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<ol style="list-style-type: none"> <u>Sale from BHEL PS Regional office at :</u> Start : 17/06/2017, Time : 0900 hrs. Closes: 10/07/2017, Time: 1200 hrs. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission 	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date : 10/07/2017, Time : 1500 hrs.</i> <i>Place : Noida</i>	<i>Applicable</i>
vi	OPENING OF TENDER	<i>Date : 10/07/2017, Time : 1530 hrs.</i> <i>(within 2 hours of the latest due date and time of offer submission).</i> <i>Notes:</i> <i>(1) In case the due date of opening of tender</i>	<i>Applicable</i>

		<i>becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</i>	
vii	EMD AMOUNT		<i>Not Applicable</i>
viii	COST OF TENDER	<i>Rs. 2000</i>	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Five days before bid submission due date. Along with soft version also, addressing to contact address given below 1) Ms. Susmita Basu Sr. DGM /SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416262 Fax- 01202416528 Email – susmitabasu@bhel.in 2) Ms. Ankita Pandey Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar,, NOIDA-201301(UP) Tel No. 0120-2416436 Fax- 01202416528 Email: ankita@bhel.in</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date :</i>	<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not Applicable</i>
xii	Latest updates	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</i>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender

Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays.

- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

- a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited
- b) **Bank Particulars**
- | | | |
|--------|--|-----------------------|
| i). | Bank Name :- | STATE BANK OF INDIA |
| ii). | Bank Telephone No.(with STD code):- | 011-23352180 |
| iii). | Branch Address:- | CAG BRANCH, NEW DELHI |
| iv). | Bank Fax No. (with STD code) :- | 011-23353101 |
| v). | Branch Code :- | SBIN0009996 |
| vi). | 9 Digit MICR Code of the Bank Branch :- | 110002201 |
| vii). | Bank Account Number :- | 10813608647 |
| viii). | Bank Account Type :- | CASH CREDIT |
| ix). | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN0009996 |

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : NIT and Tender Terms & Conditions of Contracts consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR — Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case	

	may be)	
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PART-II		
PRICE BID consisting of the following shall be enclosed		
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

OUTER COVER		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & COST OF TENDER TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Not Applicable**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay

- or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 **Not Applicable**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Not Applicable**
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not Applicable**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

- 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".

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 website (www.bhel.com).

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

27.1.1 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.

27.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) 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.
- (ii) 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.
- (iii) 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 prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if 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.

- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

30.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT) and Terms & Conditions of Contract
- c. Price Bid
- d. Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
 - (ii) Annexure-2: Check List.
 - (iii) Annexure-3: Chartered Accountant certificate for MSMED
 - (iv) Annexure-4: Feedback form
 - (v) Tender Terms & Conditions
- } Part 'I'
- (vi) Price Bid -> Part 'II'

ANNEXURE - 1PRE QUALIFYING REQUIREMENTS

JOB	"Providing Repair works, parts and fixtures for Furniture and other allied Fittings in PSNR,HQ Office premises".
TENDER NO.	BHEL/NR/SCT/ADMIN/ FURNITURE REPAIR /1068

Sl. No.	Name and Description Of Qualifying Criteria	Remarks
A	Submission of Integrity Pact duly signed	Not Applicable
B	Assessment of capacity of Bidder to execute the work as per sl. no. 9 of NIT.	Not Applicable
C	<u>Technical</u>	
C-1	<u>Bidder who wish to participate should have:</u> Executed Similar Work for any one of the following in the last seven years from latest date of bid submission:	
C-1.1	One (01) work of value not less than the amount equal to Rs 5.80 Lacs	Applicable
	OR	
C-1.2	Two (02) works each of value not less than the amount equal to Rs. 3.63 Lacs	
	OR	
C-1.3	Three (03) works each of value not less than the amount equal to Rs. 2.90 Lacs	
D	<u>FINANCIAL</u>	
D-1	<u>TURNOVER</u> Bidder must have achieved an average annual financial turnover (Audited) of Rs 2.18 Lacs or more over the last three Financial years (FY) i.e. (2013-14, 2014-15 and 2015-16). Bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. If financial statements are not required to be audited statutorily, then instead of audited financial statement, financial statements are required to be certified by Chartered Accountant.	Applicable

D-2	<p><u>NET WORTH</u> Net worth (only in case of companies) of the bidder should be positive.</p> <p>Net worth shall be calculated based on the latest audited accounts, as furnished for 'D-1' above.</p> <p>Net worth = Paid up share capital* + Reserves. (*Share capital or partnership capital or proprietor capital as the case may be).</p>	Applicable
D-3	<p><u>PROFIT</u> Bidder must have earned profit in any one of the three financial years as applicable in last three years defined in 'D-1' above.</p> <p>PROFIT Shall be PBT earned during any one year of last three financial year as in D-1 above.</p>	Applicable
E	Approval of customer	Not Applicable
F	Consortium Criteria	Not Applicable

Explanatory Notes for QR 'C':-

- The word '**Similar Works**' means Providing furniture repair services to offices/organisations including repair of fixtures and fittings.
- For sl. no. 'C.1.0', 'Executed' means the bidder should have achieved this criteria, even if the total contract has not been completed or closed. Actual executed value shall be considered, irrespective of completion status of contract (s) under consideration.
- For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.
- For sl.no. 'C.1.0' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as

April'17 and index for Jan'17 shall be considered).
 Y_0 =Monthly Whole Sale Price Index for All Commodities for last month of work execution.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER

ANNEXURE - 2CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount:	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	No Claim Certificate Against NIT Language	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3**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 which is not applicable)

The above investment of RsLacs is within permissible limit of
 Rs.....Lacs forMicro / 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

ANNEXURE – 4**Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	



Bharat Heavy Electricals Limited,
Power Sector-Northern Region, Noida

TENDER FOR: Providing Repair works, parts and fixtures for Furniture and other allied Fittings in PSNR,HQ Office premises

TERMS & CONDITIONS

1. General Instructions to Tenderers

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified**

time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

- 1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

Conventional (Manual) Price Bid opening : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct

- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)''.
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'v' above.

1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered
- iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted

shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job

- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

i) **INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.

ii) **ORGANIZATION CHART**

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor

iv) **IN CASE OF INDIVIDUAL TENDERER:**

His / her full name, address and place & nature of business.

v) **IN CASE OF PARTNERSHIP FIRM**

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

vi) **IN CASE OF COMPANIES:**

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.9. EARNEST MONEY DEPOSIT (Not Applicable)

1.10. SECURITY DEPOSIT(Not Applicable)

1.11. BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any) . In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13. EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an acknowledgement to the Letter of Intent/Award within the period of 15 days stipulated therein.

The successful tenderer may be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

- 1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-
- a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more tenderers as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the

latest guidelines of Ministry/Commissions of Govt of India. The decision of BHEL will be final in this regard.

- 1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2.0 DEFINITIONS

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i. BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii. “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii. “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv. “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v. “SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi. “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii. “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
- viii. “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.

- ix. "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- x. "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi. "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii. "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii. "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiv. "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- xv. "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi. "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii. "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, parts and fixtures along with tackles and Plants required for complete and satisfactory transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xviii. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words

imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

- xix. "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx. "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi. Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
- xxii. "COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii. "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv. 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxvi. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxvii. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
- xxviii. "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
- xxix. "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxx. "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization

2.2 ISSUE OF NOTICE

2.2.1 Service of notice on contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same **by Registered Post / Speed Post to** or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.2.2 Service of notice on BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.3 USE OF LAND

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.4 COMMENCEMENT OF WORK

2.4.1 The contractor shall commence the work within 15 days or as per LOI/LOA from BHEL or as intimated by BHEL and shall proceed with the same with due expedition without delay.

2.4.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.4.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.5 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.5.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.5.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets/registers, duly indicating all relevant details based on documents in line with terms of payment as per contract.

2.5.3 Payments shall be made by BHEL after effecting the recoveries due from the contractor.

2.5.4 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured.

2.6 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.6.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's changed requirements w.r.t. time or scope.

2.6.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice period of 15 days by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work/services
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.6.3 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained under sl. no. 2.7.2. BHEL shall recover the amount from any money due from Contractor, or any other contract of BHEL or by any other means or any combination thereof.

2.6.4 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the terms and conditions.

2.6.5 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be

normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.7.1** The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
- 2.7.2** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.7.3** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.7.4** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.7.5** In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

2.8 QUANTITY VARIATION

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm

irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract values.

2.9 PRICE VARIATION COMPENSATION

Not Applicable

2.10 FORCE MAJEURE

2.10.1 "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party : a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.10.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

2.10.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

2.10.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- Constitute a default or breach of the Contract.
- Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.13 ARBITRATION

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

the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

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

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

2.13.2 In case of Contract with Public Sector Enterprise (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.

2.13.3 The cost of arbitration shall be borne equally by the Parties.

2.13.4 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.

3.1 **Scope of Work:**

3.1.1 Rates for repair and maintenance **with material and labour charges** of furniture, fittings and fixtures installed at PSNR Office Premises shall remain in force for the entire period of the contract unless it is terminated. Further, the rates so approved may also be extended for another one year subject to satisfactory performance. If any taxes are required to be charged, the same should be clearly mentioned, otherwise it will be presumed that the rates are inclusive of all taxes including Service Tax.

3.1.2 All the repair works will be carried out within the premises of BHEL-PSNR at Sec-16A, Plot No. 25, Noida. However, the works that cannot be carried out within the premises can be allowed to be done outside, but no extra payment will be made for that.

- 3.1.3 Most works should be completed within one working day from the date of the work request. In case large number of jobs are accumulated, permission may be given to work on Holidays to complete the pending jobs.
- 3.1.4 The bidders are required to supply the branded/ standard spares, fittings and accessories of Godrej or equivalent for repair and maintenance of Furniture, fittings and fixture of PSNR Office Premises. Supply of material will be as per BHEL Official. List of works/supplies are as per Annexure I. The quantities are indicative only and may increase or decrease as per requirement.
- 3.1.5 BHEL shall have no liability, financial or otherwise, for any harm/ damage/ injury to deployed manpower of the contractor in the course of performing of work in this office. Neither the Contractor nor his workers shall have any claim on BHEL for compensation or financial assistance on this account.

3.2 **PAYMENT TERMS**

The payment of bills etc. shall be made as per the itemized rates after completion of work from time to time, subject to rendering of satisfactory report from the users. Bills for a month will have to be submitted by the 5th of the following month and payment shall be made through cheque/ ECS normally within 30 days of submission of complete bills.

3.3 **Penalty:**

The contractor has to arrange for good skilled carpenter from time to time for completion of jobs to the satisfaction of the user/BHEL official. A Penalty of Rs. 250/- per day shall be enforced in case the allocated work is not completed within the time span allocated for the job.

Also a Penalty of Rs 250 per incidence can also be imposed on any lapses of agency/his agent in case of misbehaviour, consumption of liquor/chewing or smoking tobacco on duty, refusal to provide service, etc while on duty.

4. **Sub-Contract:**

The vendor shall not sublet any portion of the contract without the prior written approval of BHEL.

5. **VALIDITY OF CONTRACT:**

The contract will be valid for a period of **two years**. The same may however be extended further for a period of **two/three years** or part thereof with mutual agreement, in writing, on the same rate and terms & conditions based on the performance of contractor.

6. **TERMINATION OF CONTRACT:**

Notwithstanding anything contained in any other clause, should the agency in any manner fail to perform the obligations under the agreement or its performance in the opinion of BHEL is unsatisfactory then in that case, BHEL may without prejudice to its other rights and remedies terminate this agreement forthwith without assigning any reason whatsoever, by giving 15 days' notice in writing. The notice will be deemed to have been served as and when

sent to the address given in the offer.

On the expiry of the agreement or earlier termination of it, the agency shall deliver to BHEL all materials, paper etc. and all other things belonging to or entrusted by BHEL to the agency.

7. TAXES & DUTIES

7.1 Goods & Service Tax (GST)

GST is likely to be implemented in near future (possibly w.e.f 01.07.2017). With the implementation of GST, taxes as applicable under GST shall be payable extra by BHEL. This shall be restricted to the direct transaction between BHEL and its Contractor only.

As the execution of work is likely to fall within GST regime, the contractor may quote their price net of Input credit benefits available to them under GST regime after taking note of the applicable provision of tax rates, rules, regulation under GST regime. The contractor has to ensure compliance of all the rules, regulations under GST laws so that benefit of inputs are not denied to BHEL by respective authorities.

Any default due to non-compliance of GST provisions by Contractor and affecting interest of BHEL shall be to contractor's account.

Wherever the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor under GST.

However in case of any deferment in GST implementation due to any reason, the provisions regarding Taxes Duties in the transition period shall be applicable as under.

7.2 Taxes Duties (Applicable in pre GST Regime)

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax & Value Added Tax (VAT) on output service shall be as per following clauses.

7.2.1 Service Tax & Swachh Bharat Cess (SBC) & Krishi Kalyaan Cess (KKC)

7.2.1.1 Service Tax, Swachh Bharat Cess (SBC), Krishi Kalyan Cess (KKC) on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax, Swachh Bharat Cess and Krishi kalyan Cess as applicable.

7.2.1.2 Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the Service Tax Act permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate

one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.

7.2.1.3 For the purpose of claiming any Service Tax and SBC & KKC from BHEL, the following procedure shall be adopted:

7.2.1.3.1 Contractor shall submit serially numbered Service Tax,SBC & KKC Invoices signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

7.2.1.3.2 The name, address and registration number of the contractor

7.2.1.3.3 The name and address of the party receiving taxable service (BHEL)

7.2.1.3.4 Description, classification and value of taxable service provided and

7.2.1.3.5 The Service Tax, Swachh Bharat Cess (SBC) and Krishi Kalyaan Cess (KKC) payable thereon.

7.2.1.3.6 The service invoice for output services provided should show service tax and the SBC& KKC amount separately

7.2.1.3.7 All the five conditions shall be fulfilled in the invoice for payment of Service Tax and SBC& KKC by BHEL. Where more than one nature of Service as per Service Tax act is involved in the execution of contract, the invoice mentioned above shall contain the breakup of values for each nature of Service.

7.2.1.3.8 Name and address of the Contractor should be same in the service tax invoice and monthly bill as it is in the service tax registration certificate. Any change in the name and address should be supported by documentary evidence duly certified by the authorized signatory.

7.2.1.3.9 Purpose of above requirements, inter-alia, is to enable availment of Cenvat credit by BHEL. As per recent amendments, Time restrictions for taking Cenvat credit is one year from date of invoice. Hence subcontractor must submit its invoice within 30 days from the date of completion of service.

Wherever Cenvat credit could not be availed by BHEL due to delay in submission of invoices or for any other reasons attributable to contractors, Liability towards loss of such Cenvat credit shall be passed on to sub-contractors.

7.2.1.3.10 The documentary evidence of deposition of service tax and SBC& KKC is to be submitted at the earliest opportunity.

7.2.1.3.11 The payment or service tax and SBC& KKC as per clause no 8.2 is restricted to the direct transactions between BHEL & its sub-contractor only.

7.2.2 Value Added Tax (VAT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in works, the price quoted by the contractor shall be exclusive of same. In case contractor opts for composition, it will be with the prior express consent of BHEL. The VAT rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability to BHEL/Client as well as procedural simplicity with regard to assessment of liability. The option

chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of tax liability to the contractor. BHEL also reserves the right to demand Tax Invoice under the relevant VAT ACT from the contractor. Where such taxes are required to be paid by the contractor subject to above, this will be reimbursed on production of proof of payment made to the authorities by the contractor. The contractor has to take all necessary steps to minimise tax on input goods by purchasing the materials from registered dealers of the concerned state only.

7.2.3 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

7.2.4 New Taxes/Levies (applicable for pre GST period)

7.2.4.1 In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its subcontractor only.

7.2.4.2 In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

7.2.4.3 The Vendor has to ensure compliance of all laws and taxes so that benefit of inputs are not denied to BHEL by respective authorities.

7.2.4.4 Payment shall be released against RAB provided proper invoices in conformity with the relevant provisions of new Act/Rules have been issued by sub-contractor/vendor. Later on if it is noticed that input Tax Credit is not available to BHEL due to reasons attributable to sub-contractor /vendor, the same shall be recovered from next bill.

7.3 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

7.3.1 It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.

7.3.2 It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.

7.3.3 It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.

7.3.4 It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

7.3.5 The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.

7.3.6 The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.

7.3.7 In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

8. DEVIATION:

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever.

9. EVALUATION CRITERIA:

- a) BHEL's "Schedule of Rates" for different types of works is enclosed (Reference Annexure-I).
- b) Bidders shall quote the rates as per Price Bid Performa (Annexure-II).
- c) The bidders are required to fill % Above OR Below OR Zero in the box provided in the Format. Bidders may please note that they have to fill only one % figure, i.e. either for % Above OR Below OR Zero which will be applicable for all schedule rates.
- d) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification Criteria and other conditions in NIT/ Tender documents, based on documentary evidences submitted along with the offer.
- e) Price Bids of shortlisted bidders shall only be opened through the conventional price bid opening at the discretion of BHEL.
- f) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance from the successful bidder.

10. DEFENCE SUITS:

If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission' or negligence on the part of Service Provider, his agent/representative or his sub Service Providers, the Service Provider shall in all such case be responsible and indemnify and keep BHEL and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

11. LABOUR REGULATIONS/REGISTRATION AND DOCUMENTS:

a) Service Provider shall abide by and follow the State and Central Government labour Laws/legislation, rules and regulations, statutory notifications, local self Government/ Municipal requirements and shall solely be responsible for any breach thereof. Service Provider shall completely indemnify BHEL, its officers / employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.

b) The Service Provider shall obtain at his own cost, necessary permits, license, etc., as required under various laws from time to time for rendering the necessary services and the BHEL does not take any liability whatsoever on that account.

c) The Service Providers shall at its own cost comply with the provisions of all laws, Rules, Orders and Regulations and Notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include, without limitation, the following:

- 1) Minimum Wages Act, 1948 and Rules & order and Notifications issued there under from time to time.
- 2) Contract labour (Regulation and Abolition) Act-1970 with rules, orders and notifications made there under from time to time.
- 3) Industrial Dispute Act-1947 with rules, orders and notifications issued there under from time to time.
- 4) The Workmen's Compensation Act 1923 with rules, orders and notifications issued there under from time to time.
- 5) Payment of Gratuity Act 1972 with rules, order and notifications issued there under from time to time.
- 6) Service Provider shall obtain a certificate from ALC (C) regarding Labour License (if required).
- 7) Payment of Bonus Act 1965 with rules, order and notifications issued there under from time to time.
- 8) Payment of Wages Act 1936 with rules, order and notifications issued there under from time to time.

- 9) Employees Provident Fund & Misc. Provisions Act 1952 with rules, order and notifications issued there under from time to time.
- 10) ESI Act with rules, order and notifications issued there under from time to time.
- 11) All other Acts/Rules/Regulations, Bye-laws, other notifications etc. as applicable to the Service Provider or to this contract from time to time shall be applicable. Orders Notifications etc. presents or future as applicable to the Service Provider or to this contract from time to time, for providing necessary service/performing the aforesaid jobs.

All employees/personal deployed by Service Provider shall be the employees of the Service Provider.

BHEL will not have any liability to absorb them at any point of time nor can they claim any right for employment in BHEL. The Service Providers shall be responsible for any/all disputes arising between him and his personnel and keep BHEL indemnified by all loses, damages and claims arising thereof.

12. ACCIDENTS/DAMAGES/CLAIMS LIABILITIES

- a) In event of any accident or damages caused to or due to equipments deployed by the contractor, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Service Provider himself will be fully and exclusively responsible for any damage caused to any equipment or any personal injury to workforce deployed or any other person in employment of Service Provider. This includes any third party claims.
However, if damage or loss is incurred to BHEL property and/or its employees, as a result of any accident or any other reason involving failure of equipment (under normal course of function), sustain any damage, Service Provider shall reimburse on demand and without any demur the compensation/damages to BHEL and/or BHEL employee(s).
- b) BHEL shall not be responsible for any claim/compensation that arises due to damages/ injuries/ pilferage to the Service Provider's equipment/property, under any circumstances.
- c) Service Provider may safeguard his interest through insurance at his own cost. However, BHEL's claim cannot be linked with payment by any such insurance(s) and Service Provider shall directly be liable to pay BHEL's claim. BHEL's claim can also not be linked with the outcome of the verdict of any tribunal or judicial authority, where the case might be pending

13. SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

14. DEFAULT/BREACH OF CONTRACT. INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services or goods or materials or any instalment thereof (as

per contract) within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver. Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

b) Cost of the purchases made or services taken by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying applicable overheads as departmental charges on the cost of materials / services so purchased/hired.

15. JURISDICTION OF COURT

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

**SCHEDULE OF RATES FOR REPAIRING OF FURNITURE, FITTINGS AND FIXTURE
ETC. OF PSNR OFFICE PREMISES FOR 2 YEARS**

SI No.	Description of Jobs/ Items	Unit	RATE (In Rs.)	ESTIMATED WORK FOR 2 YEARS	ESTIMATED VALUE OF WORK
1	Making of Godrej Steel Table lock key (with material)	EACH	32.00	48	1536.00
2	Making of steel almirah key (with material)	EACH	30.00	48	1440.00
3	Making of filling cabinet key (with material)	EACH	22.00	60	1320.00
4	Making of Door lock key (with material)	EACH	60.00	60	3600.00
5	Making of Door lock key (Godrej) (with material)	EACH	80.00	60	4800.00
6	Making of Side Rack Lock Key (with material)	EACH	32.00	48	1536.00
7	Cabinet Drawer repair (labour charges)	EACH	55.00	60	3300.00
8	Steel Almirah locking rod repair (labour charges)	EACH	40.00	48	1920.00
9	Steel Table repair (labour charges)	EACH	41.00	48	1968.00
10	Filling Cabinet locking rod repair (labour charges)	EACH	40.00	36	1440.00
11	Replacement of filling Cabinet handle (with material)	EACH	60.00	36	2160.00
12	Replacement of filling Cabinet drawer balls (with material)	EACH	55.00	12	660.00
13	Replacement of Almirah handle (with material)	EACH	62.00	24	1488.00
14	Replacement of Seet Almirah Self Supporters (With material)	EACH	60.00	12	720.00
15	Replacement of Steel Almirah handle (with material)	EACH	125.00	12	1500.00
16	Replacement of Steel Almirah handle (Godrej - With material)	EACH	190.00	12	2280.00
17	Door lock repairing (labour charges)	EACH	120.00	48	5760.00
18	New lock fitting labour charges of table /Multi - purpose	EACH	45.00	48	2160.00
19	New lock fitting (With material &labour charges)of table /Multi- purpose	EACH	195.00	24	4680.00
20	Door lock replacement (complete - set) labour charges (With material) (ordinary)	EACH	750.00	12	9000.00
21	New Godrej Door lock replacement (complete - set) labour charges (with material)	EACH	2330.00	4	9320.00
22	Filling Cabinet Open (labour charges)	EACH	30.00	24	720.00
23	Almirah open (labour charges)	EACH	80.00	24	1920.00
24	Table Drawer open /Side Rack drawer open (labour charges)	EACH	22.00	48	1056.00
25	Filling cabinet lock replacement (With material)	EACH	625.00	12	7500.00
26	Filling cabinet locking box each fitting (labour charges)	EACH	50.00	12	600.00
27	Lock repair in table & almirah (labour charges)	EACH	35.00	96	3360.00
28	Revolving chair repairing oiling (Godrej) (labour charges)	EACH	50.00	144	7200.00
29	Welding of revolving chair seat (With material)	EACH	40.00	24	960.00
30	Revolving chair New Wheel replacement (With material) (Godrej)	EACH	175.00	192	33600.00
31	Revolving chair repair & bush welding (labour charges)	EACH	70.00	24	1680.00
32	Revolving chair repair & pipe fixing welding (labour charges)	EACH	750.00	12	9000.00
33	Revolving chair stand plate fixing & welding (labour charges)	EACH	160.00	72	11520.00
34	Table Drawer repair charges	EACH	75.00	48	3600.00
35	Rope (nylon) for vertical blind (per meter)	MTR	42.00	48	2016.00
36	steel cabinet locking rod fixing (With labour)	EACH	78.00	48	3744.00
37	Side Rack repair and carpentry job (With labour)	EACH	125.00	48	6000.00
38	providing table drawer kunda chapka with lock (With material)	EACH	175.00	24	4200.00
39	cabinet drawer repaier & greasing /oiling (labour charges)	EACH	45.00	48	2160.00
40	Door Closure piston replacement (With material)	EACH	115.00	48	5520.00
41	Almirah Lock repair (labour charges)	EACH	35.00	60	2100.00
42	Godrej Revolving chair back Wire fix /welding (labour charges)	EACH	45.00	48	2160.00
43	Venation blind repair & washing /cleaning (labour charges)	EACH	250.00	48	12000.00
44	Gear replacement Thick /Heavy for venetian blind per meter (With material)	MTR	75.00	6	450.00
45	Dori replacenet per meter (With material) for venetian blind	MTR	22.00	48	1056.00
46	Web replacement per meter (With material) for venetian blind	MTR	55.00	30	1650.00
47	Venation blind new rod replacement (With material)	EACH	250.00	6	1500.00
48	Venation blind new cape replacement (With material)	EACH	32.00	20	640.00
49	Runner replacement for vertical blind (With material) (Mack)	EACH	100.00	10	1000.00
50	Repair & Servicing of Vertical Blind (With labour charges)	EACH	130.00	96	12480.00
51	Fancy Curtain channel Refixing & Carpentry job(With labour charges)	EACH	140.00	12	1680.00
52	Weight chain (Lower portion) for Vertical Blind (With material charges)	EACH	42.00	6	252.00
53	Curtain Weight for vertical blind (With material charges)	EACH	60.00	6	360.00
54	Roller Weight for vertical blind (With material)	EACH	60.00	24	1440.00
55	Clip Weight for vertical blind (With material)	EACH	25.00	24	600.00
56	Chain Lock for vertical blind (With material)	EACH	32.00	24	768.00
57	Godrej Hydraulic Cylinder /Shocker (New) per (With material)	EACH	1400.00(G) 800.00(O)	6 (G) 12 (O)	18000.00
58	Door Lock open & repair (labour charges)	EACH	120.00	48	5760.00
59	Godrej chair Handle replacement (New) PBC /TB (With material)	EACH	650.00	24	15600.00
60	Door Closer fixing (New) ISI Make prabhat /Sindhu (With material)	EACH	650.00	48	31200.00

Annexure-I					
SCHEDULE OF RATES FOR REPAIRING OF FURNITURE, FITTINGS AND FIXTURE ETC. OF PSNR OFFICE PREMISES FOR 2 YEARS					
SI No.	Description of Jobs/ Items	Unit	RATE (In Rs.)	ESTIMATED WORK FOR 2 YEARS	ESTIMATED VALUE OF WORK
61	Replacement of multipurpose lock (Godrej /Harrison (With material)	EACH	142.00	72	10224.00
62	Revolving Chair repair (Local) (Labour charges)	EACH	32.00	240	7680.00
63	Godrej Revolving chair stand plate (New) fitted (With material)	EACH	2810.00	6	16860.00
64	Godrej Steel Almira lock replacement (With material)	EACH	1650.00	20	33000.00
65	Godrej Revolving chair Handle (new) supply & fitted(with material)	EACH	850.00	24	20400.00
66	Godrej new table key (With material)	EACH	90.00	24	2160.00
67	Godrej New table Handle fitting charges (With material)	EACH	40.00	48	1920.00
68	Filling cabinet bottom each fixing (With material)	EACH	155.00	12	1860.00
69	Godrej New lock (table & side rack) fitted (With material)	EACH	180.00	12	2160.00
70	Dry cleaning of Vertical Blinds Strip (labour charges) each	EACH	25.00	360	9000.00
71	Vertical Blinds cutting /bracketsfix (L. Charge)	EACH	145.00	20	2900.00
72	vertical blind strip (Hanger plate) (labour charges) each	EACH	40.00	20	800.00
73	vertical blind strip cutting & stitching (labour charges) each	EACH	27.00	20	540.00
74	Godrej Almira (Moving -compact) dismantling each (labour charges)	EACH	150.00	20	3000.00
75	Godrej Almira (Moving -compact) re - assembling each (Labour charges)	EACH	130.00	20	2600.00
76	Roller blind Dry cleaning (Labour charges) each	EACH	300.00	60	18000.00
77	Roller blind Repair & fixing (labour charges) each	EACH	160.00	40	6400.00
78	Door closer repairing (Labour charges)	EACH	120.00	48	5760.00
79	Godrej chair bash Replace with wheel (With material)	EACH	2650.00	6	15900.00
80	Supply and fixing of Godrej make door closure	EACH	1900.00	12	22800.00
81	Door Closure Spring replacement (With material)	EACH	175.00	48	8400.00
82	Door Closure Oil Change & Repair (With material)	EACH	120.00	48	5760.00
83	Door Closure fitting Charges (With labour)	EACH	150.00	2	300.00
84	Revolving chair bush & bold providing (With material)	EACH	55.00	48	2640.00
85	Providing & fixing of New Aldrop in door (With material)	EACH	400.00	6	2400.00
86	New Door handle fixing (With material)	EACH	300.00	6	1800.00
87	Side Rack & Table Handle replacement (With material)	EACH	60.00	24	1440.00
88	Replacement of door stopper (with material)	EACH	95.00	36	3420.00
89	Replacement of Tower Bolt (chitkani) (With material)	EACH	78.00	36	2808.00
90	Almira Lock providing (with material)	EACH	250.00	24	6000.00
91	Fixing of Ply Board 6mm for almira,table, side rack etc.(With material)	SQ. FEET	70.00	48	3360.00
92	Fixing of Ply Board 12 mm for almira,table, side rack etc.(with material)	SQ. FEET	110.00	48	5280.00
93	Fixing of Ply Board 19 mm for almira,table, side rack etc. (with material)	SQ. FEET	175.00	48	8400.00
94	Fixing of Laminated Board 19 mm for almira,table, side rack etc.(with material)	SQ. FEET	170.00	96	16320.00
95	Fixing of Sun Maika for almira,table, side rack etc.(with material)	SQ. FEET	60.00	240	14400.00
96	Door repair (Carpentry job) (with labour charges)	EACH	175.00	20	3500.00
97	Side rack & Table repair (Carpentry job) (with labour charges)	EACH	25.00	60	1500.00
98	New locking rod for Godrej door lock (with material)	EACH	90.00	12	1080.00
99	Replacement of new aluminium channel for window (with material)	EACH	450.00	12	5400.00
100	Window repair with Aluminium strip (with material)	EACH	245.00	12	2940.00
101	Replacement of concealed door closure (Door king) (with material)	EACH	3200.00	1	3200.00
102	Key board channel providing & fixing (with material)	EACH	450.00	12	5400.00
103	Key board repair (with material)	EACH	35.00	24	840.00
104	Almira painting (inside & outside) (with material)	EACH	1300.00	6	7800.00
105	Door closure pilot Rod replaced (with material)	EACH	460.00	6	2760.00
106	Key board providing & fixing in table (with material)	EACH	450.00	6	2700.00
107	Dry cleaning of revolving chair (with material)	EACH	110.00	360	39600.00
108	Replacement Uphosty (cloth) for Seat & Back for revolving chair (with material)	EACH	1350.00	10	13500.00
109	Handle fixing in door (with material)	EACH	60.00	24	1440.00
110	Godrej Revolving chair Stand plate (ordinary) (with material)	EACH	750.00	12	9000.00
111	Supply and fixing of wooden plank 3" x 1.5" dimension for carpentry job	FEET	50.00	12	600.00
112	Supply and fixing of wooden plank 2" x 2" dimension for carpentry job	FEET	40.00	12	480.00
113	Supply & fixing of 4" door hinges (brass make)	EACH	75.00	24	1800.00
114	Supply & fixing of 3" door hinges (brass make)	EACH	30.00	24	720.00
115	Supply & fixing of 2" door hinges (brass make)	EACH	20.00	24	480.00
116	Supply & fixing of E-Channel in Sliding Windows and doors	FEET	40.00	12	480.00
117	Supply and fixing of redu and fly rail in E-Channel in sliding windows and doors	EACH	40.00	6	240.00
118	Painting of wooden, ply board office furnitures and fixtures(with material)	SQ. FEET	60.00	480	28800.00
119	Supply & fixing of Floor Spring (Small Size)	EACH	4500.00	1	4500.00
120	Supply & fixing of Floor Spring (Big Size)	EACH	5500.00	1	5500.00
TOTAL ESTIMATED EXP. FOR 2 YEARS				690592.00	

NOTES:

1. The quantities mentioned are estimated only and actual quantities may vary.
2. No extra compensation will be given for increase or decrease in quantities.

UNPRICED RATE SCHEDULE

Annexure II

**BIDDERS TO QUOTE IN THE APPROPRIATE COLUMN IN THE FOLLOWING BOX &
STRIKE OF THE OTHER TWO**

SL NO.	RATES	IN FIGURES	IN WORDS	REMARKS
1	% ABOVE	%		
2	% BELOW	%		
3	0%	%		

NOTE:

1. Bidders shall quote the rates as per Rate Schedule Performa (Annexure-I)
2. The bidders are required to fill % Above or Below or Zero in the box provided above. Bidders may please note that they have to fill only one % figure, i.e. either for % Above or Below which will be applicable for all the schedule rates.
3. The percentage filled will be applicable to all the scheduled rates in Annexure-I

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Terms and Conditions of Contract
5. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

(BIDDERS TO FURNISH THIS CERTIFICATE ALONGWITH OFFER LETTER IN PART -1 A OF BID ON COMPANY'S LETTER HEAD)

(निविदाकर्ता को यह प्रमाणपत्र निविदा के ऑफर लेटर के साथ भाग 1 ए में कंपनी के लेटरहेड पर देना है)

NO CLAIMS CERTIFICATE AGAINST NIT LANGUAGE

WE HEREBY CONFIRM THAT WE HAVE UNDERSTOOD THE TERMS & CONDITIONS OF NIT NO. _____ AS DOWNLOADED FROM THE WEBSITE / ISSUED BY BHEL IN ENGLISH LANGUAGE. WE FURTHER CONFIRM THAT WE WILL NOT LODGE ANY CLAIM TO BHEL OR ANY LEGAL / STATUTARY AUTHORITY FOR NOT UNDERSTANDING ANY CLAUSE /SUBCLAUSE OF NIT DUE TO LANGUAGE OF THE TENDER I.E. ENGLISH.

SIGNATURE OF AUTHORIZED SIGNATORY

COMPANY'S SEAL

NAME OF AUTHORIZED SIGNATORY & CONTACT DETAILS

निविदा की भाषा सम्बंधित दावा प्रमाणपत्र

अंग्रेजी भाषा में वेबसाइट से डाउनलोड की गयी / बीएचईएल से प्राप्त हुई निविदा सं. _____ के लिये हम एतद्वारा यह पुष्टि करते हैं कि हमने निविदा के नियम व शर्तों को समझ लिया है । और हम यह भी पुष्टि करते हैं कि भविष्य में हम किसी भी प्रकार का कोई दावा बीएचईएल में / किसी भी न्यायपालिका में/ किसी भी वैधानिक मंडल के सामने, इस कारण से की हमें उपरोक्त निविदा का कोई खंड / उप खंड निविदा की लिपि अंग्रेजी भाषा में होने के कारण समझ नहीं आया है, प्रस्तुत नहीं करेंगे ।

अधिकृत हस्ताक्षरकर्ता के हस्ताक्षर

कंपनी की मुहर

अधिकृत हस्ताक्षरकर्ता का नाम व सम्पर्क विवरण

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....who are submitting offer for providing services to BHEL PS __ against Tender Specification

No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS __, _____

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

(To be typed on non judicial Stamp Papers of value Rs.100 and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that 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/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with
.....
..... vide Tender Specification 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.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public