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NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Tender No: BHEL/NR/SCT/ADMIN/FURNITURE
REPAIR/1165

Work: "Rate Contract for Repair of Furniture
fittings & fixture of PSNR Office at Noida for Two
Years"

Bharat Heavy Electricals Limited



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NOTICE INVITING E-TENDER (NIT)
BIDDER TO SUBMIT OFFERS ON PORTAL
<https://bhel.abcprocure.com>

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To

Dear Sir/Madam

Sub : NOTICE INVITING E-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. **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/ADMIN/FURNITURE REPAIR /1165	
ii	Broad Scope of job	Rate Contract for Repair of Furniture fittings & fixture of PSNR Office at Noida for Two Years	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-ID	<i>Forms and Procedures</i>	Applicable
c	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://bhel.abcprocure.com Tender documents will be available at website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 22/07/2019 , Time : 15:00 HRS Place : on https://bhel.abcprocure.com	Applicable
vi	OPENING OF TENDER	At due date / time Date : 22/07/2019 , Time : 15:00 HRS Notes: (1) In case the due date of opening of tender 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. However it being an e-tender it shall be opened online	Applicable

vii	EMD AMOUNT	Rs 16,123/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Five days before bid submission due date. Along with soft version also, addressing to contact address given below</p> <p>1) Mr. R M Chandra, Dy.. Mngr. / SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416440, Email: rmchandra@bhel.in</p> <p>2) Mr. G V Raja Sekhar, Sr. Mgr /SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416232, Email – gvr@bhel.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no.15a.	Applicable /Not applicable
xii	Latest updates	<p>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) & portal https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
xiii	Tender submission	on portal https://bhel.abcprocure.com	

2. 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, **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. 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.

As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft 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.

4. Unless specifically stated otherwise, tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in Clause no. 1.9 of General Conditions of Contract.

'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)-:	011-23475566
iii).	Branch Address:-	CAG II BRANCH, NEW DELHI 4 th & 5 th FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv).	Bank Fax No. (with STD code) :-	011-23475566
v).	Branch Code :-	17313
vi).	9 Digit MICR Code of the Bank Branch :-	110002562
vii).	Bank Account Number :-	10813608647
viii).	Bank Account Type :-	CASH CREDIT
ix).	11 Digit IFSC Code of Beneficiary Branch:-	SBIN0017313

(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/ Fixed Deposit Receipt (FDR) / Bank Guarantee 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.)

5. **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a. **Technical Tender (UN priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0. Alternatively, documentary evidence for claiming exemption as per clause 28 of NIT.
- Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

M/s AbcProcure, Ahmedabad

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College,

Ellis Bridge, Ahmedabad-380006

The contact details of the service provider are given below:

Name	Contact Nos.	e-mail ID	Role	Location
Swapnil Hamilton	+91 79 40270549	swapnil.h@eptl.in	Support Executive	HO - Ahmedabad
Hardik Oza	+91 79 40270560	Hardik.oza@eptl.in	Support Executive	HO - Ahmedabad
Ankur Bhatt	+91 79 40270590	ankur.bhatt@eptl.in	Support Executive	HO - Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	prashant@eptl.in	Ast. Manager – Implementation & Support	HO - Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	dharam@eptl.in	Manager – Implementation & Support	HO - Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	pradip@eptl.in	Sr Manager – Implementation & Support	HO - Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	devang@eptl.in	Sr Manager – Implementation & Support	HO - Ahmedabad

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

1. The contact details of the DSC Certifying Authority as given below

1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on <https://bhel.abcprocure.com>.

6. **Not Used**

7. 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. 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. Not Applicable

10. 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. For any clarification on the tender document, the bidder may seek the same over e-procurement portal 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. 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. 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. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**

15a **Integrity Pact (IP)**

- i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Phone & Email
1.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

- ii) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- iii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per **Clause No. 1, Salient Features of NIT, Sl. No. (ix) above.**

16. 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. In case BHEL decides on a 'Public Opening', the date & time of opening of the 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. 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. (a) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- (b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- (c) The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having**

submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

- (d) If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- (e) If reverse auction process is unsuccessful, sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. 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. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
23. **Not Applicable**
24. Not Applicable
25. The bidder shall upload 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.
26. The bidder may have to produce original document for verification if so decided by BHEL.
27. 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**".
- 27.0 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
- 27.1 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	Women owned	Others (excluding SC/ ST & Women Owned)
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 to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. Such MSE shall be allowed to supply upto 25% of total tendered quantities. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, a quantum of 3% and 6.25% out of 25% so earmarked will be reserved for MSEs owned by Women entrepreneurs and Scheduled Caste or the Scheduled Tribe entrepreneurs respectively, quoting price 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)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Forms and Procedures —Volume-1D

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: Authorization of representative who will participate in the online Reverse Auction Process
- (v) Annexure-5: Feedback form
- (vi) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	Rate Contract for Repair of Furniture fittings & fixture of PSNR Office at Noida for Two Years	
TENDER NO.	BHEL/NR/SCT/ADMIN/FURNITURE REPAIR/1165	
SL. NO.		Bidder's claim in respect of fulfilling the PQR Criteria
A	Submission of Integrity Pact	Not applicable
B	Assessment of Capacity of bidder to execute the work as per clause 9.0 pf NIT.	Not applicable
C	<u>Technical</u> <u>Bidder who wish to participate should have:</u>	Applicable
C-1	Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission.	
C-1.1	One (1) work of value not less than Rs. 6,44,894/-.	
	OR	
C-1.2	Two (2) works each of value not less than Rs. 403,059/-.	
	OR	
C-1.3	Three (3) works each of value not less than Rs. 3,22,447/-.	
D	<u>Financial</u>	Applicable
D-1	<u>TURNOVER:</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 241,836/- or more over last three Financial Years (FY) i.e. (2015-2016, 2016-2017, 2017-2018). Bidder shall submit audited 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 i.e. total divided by three. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.	
D-2	<u>Net worth:</u> Net Worth (Only in case of companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'D-1' above. Net worth = Paid up share capital* + Reserves (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)	
D-3	<u>Profit:</u> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'D-1' above.	

D-4	Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'D-1' above. Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.	
E	Approval of Customer	Not Applicable
F	Consortium Criteria	Not Applicable

Explanatory Notes for QR 'C'

- For QR 'C' above, actual executed value shall be considered. 'Executed' means the bidder should have achieved this criteria, even if the contract has not been completed or closed. Actual executed value shall be considered, irrespective of completion status of contract (s) under consideration.
- Time period for achievement of the Qualification Requirements is in the last 7 years ending on the 'latest date of Bid Submission' of Tender.
- For QR 'C' 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 three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X₀ = 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 three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

- For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.
- The word '**Similar Work**' means having executed works of "**providing furniture repair services to offices /organizations including repair of fixtures and fittings**"
- Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.

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

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	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 furnished along with the offer..	
(iii)	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.	
4.a	Details of Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
5	EMD DETAILS	Mode of payment: Demand Draft/ NEFT/ RTGS/ OTHER Details of Transaction:	
6	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
8	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format	Applicable/ Not Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
10	Copy of PAN Card	Applicable/ Not Applicable	YES / NO
11	Copy of GST registration	Applicable/ Not Applicable	YES / NO

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	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.	Applicable/ Not Applicable	YES / NO
13	Integrity Pact	Applicable/ Not Applicable	YES / NO
14	Offer forwarding letter / tender submission letter [Form No. F-01 (Rev 00)]	Applicable/ Not Applicable	YES / NO
15	Declaration by Authorised Signatory [Form No: F-02 (Rev 00)]	Applicable/ Not Applicable	YES / NO
16	Declaration by Authorised Signatory regarding Authenticity of submitted documents [Form No: F-02A (Rev 00)]	Applicable/ Not Applicable	YES / NO
17	No Deviation Certificate [Form No: F-03 (Rev 00)]	Applicable/ Not Applicable	YES / NO
18	Declaration confirming knowledge about Site Conditions [Form No: F-04 (Rev 00)]	Applicable/ Not Applicable	YES / NO
19	Declaration for relation in BHEL [Form No: F-05 (Rev 00)]	Applicable/ Not Applicable	YES / NO
20	Non-Disclosure Certificate [Form No: F-06 (Rev 00)]	Applicable/ Not Applicable	YES / NO
21	Bank Account Details for E-Payment [Form No: F-07 (Rev 00)]	Applicable/ Not Applicable	YES / NO
22	Format for seeking clarification [Form No: F-08 (Rev 00)]	Applicable/ Not Applicable	YES / NO
23	Capacity Evaluation of Bidder for current Tender [Form No: F-09 (Rev 00)]	Applicable/ Not Applicable	YES / NO
24	Power of Attorney for Submission of Tender/Signing Contract Agreement [Form No: F-25 (Rev 00)]	Applicable/ Not Applicable	YES / NO
25	Analysis of Unit rates [Form No: F-26 (Rev 00)]	Applicable/ Not Applicable	YES / NO
26	Tie Ups/Consortium Agreement are submitted as per format [Form No: F-22 (Rev 00)]	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:

RsLacs

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

RsLacs

(Strike off which is not applicable)

The above investment of RsLacs is within permissible limit of
 RsLacs 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**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

ANNEXURE – 5**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 TERMS & CONDITIONS

For

**“Rate Contract for Repair of Furniture fittings & fixture of PSNR Office at Noida for Two
Years”**

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.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.

Offer shall be submitted online in e procurement portal
<https://bhel.abcprocure.com/EPROC/>

No other mode of offer submission shall be acceptable & shall be rejected.

Note: Party can review & revise their submitted offers till due date & time of submission.

1.2.2 The tenders received after the specified time of their submission are treated as ‘Late Tenders’ and shall not be considered under any circumstances.

- 1.2.3 Tenders shall be opened by authorized officer of BHEL as specified in the NIT.
- 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 bidder shall quote the “**PERCENTAGE (%) RATE**” in English language and international numerals ONLY. The “RATE” shall be entered in figures as well as in words.
- 1.3.2 All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.3.3 Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.3.4 SINGULAR & PLURAL: Words importing the singular number shall also include the plural and vice versa, where the context requires.

1.4 PRICE DISCREPANCY:

Conventional 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 lump sum 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.

Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

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) Evaluation of Part II (Price Bid) shall be done on lowest quote basis i.e. % (Percentage) Rate quoted by the techno-commercially qualified bidder.
- iv)
- v) 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
- vi) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- vii) 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
- viii) 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 unqualified acceptance from the successful bidder
- ix) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender.

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) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- iii) **IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address and place & nature of business.
- iv) **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.
- v) **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

1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT.
- ii) The EMD is to be paid in the following forms:
 - (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - (b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - (c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
 - (d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

In addition to above, the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

Note: In case required EMD as above is not available at the time of Technical Bid opening, offer of the bidder shall not be considered for further processing.

iii) No other form of EMD remittance shall be acceptable to BHEL.

iv) **The EMD shall be waived in the following cases:**

- 1. Joint Venture or Subsidiary companies of BHEL.
- 2. Central/ State PSUs/ Government depts./ Autonomous/ Educational/ Research institutions.

1.9.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:

- x) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- xi) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

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

1.9.3 EMD shall not carry any interest.

1.9.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

1.9.5 EMD of successful tenderer will be retained as part of Security Deposit.

1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.10.2 The security Deposit should be furnished before start of the work by the contractor.

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

- (i) Cash (as permissible under the extant Income Tax Act)
- (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- (iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- (v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

(Note: In case of small value contracts not exceeding INR 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit**

shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.

- iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man day rates.
- v) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.

1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.12 BANK GUARANTEES

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

- a. Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- b. The Bank Guarantees shall be as per prescribed formats.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

1.13. 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.

1.14. 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 In-charge. 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.

1.15 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 unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall 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.

1.16 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.

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

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.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 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.

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.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

1.17 RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. The Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract in any of the following cases.

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

#In-case inputs from BHEL/ Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

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 (In-charge)" 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 (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) 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. "MACHINE" shall mean the construction equipment, computer or any other equipment deployed by contractor for the execution of 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. "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.
- xxiii. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

- xxiv. '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.
- xxv. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxvi. "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.
- xxvii. "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.

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 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.

2.3.1 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 commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.3.2.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.

ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.

iv). Termination of Contract on account of any other reason (s) attributable to Contractor.

v). Assignment, transfer, subletting of Contract without BHEL's written permission.

vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

* Balance scope of work (in case of termination of contract):

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

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

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

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

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract = X
- iii). Let the Total Executable Value of work for which inputs/fronfs were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.3.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.3.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

2.3.4 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.

2.3.5 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.

2.4 PENALTY / LIQUIDATED DAMAGES

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 misbehavior, consumption of liquor/chewing or smoking tobacco on duty, refusal to provide service, etc while on duty.

2.5 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:

2.5.1 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.

2.5.2 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.

2.5.3 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.5.4 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.

2.5.5 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.

2.5.6 For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - i) In the event of death or **permanent disability** resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii) In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)
 - iii) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923.

2.6 **FORCE MAJEURE**

2.6.1 "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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.7 ARBITRATION & CONCILIATION

2.7.1 ARBITRATION:

2.7.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Courts at Noida (Gautam Budh Nagar). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.7.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

2.7.1.2 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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

2.7.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.7.1.4 Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

2.7.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

2.7.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise

2.8 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.

2.9 LAWS GOVERNING THE CONTRACT

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

2.10 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.

2.11 COMMENCEMENT OF WORK

2.11.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.11.2 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.

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

2.12 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.12.1 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.

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

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

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

3.0 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 three months 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 GST.

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.

4.0 QUANTITY VARIATION

The quantities given in the contract are tentative and may vary (both in plus side and minus side of 20%). 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.

4.1 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.

5.0 TAXES & DUTIES

- 5.1 Price quoted should be inclusive of all applicable Taxes/charges but **Excluding GST**. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit.

5.2 GST shall be payable extra as per following:

- 5.2.1 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

- 5.2.2 Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof.

- 5.2.3 GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : -

- a. Supply of goods and/or services have been received by BHEL.
- b. Original Tax Invoice has been submitted to BHEL.
- c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

- 5.2.4 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder

5.2.5 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altere/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

5.2.6 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.

5.2.7 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

5.2.8 TDS under GST law as applicable shall be deducted.

5.3 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, 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.

5.4 Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL 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.

6.0 SUB-CONTRACT:

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

7.0 COMPLIANCE TO REGULATIONS AND BYE-LAWS

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

8.0 ACCIDENTS/DAMAGES CLAIMS LIABILITIES

a) In event of any accident or damages while on BHEL's duty, 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 personal injury to worker or any other person in employment of Service Provider or damage to any property or person (except BHEL's Vehicle). This includes any third party claims.

b) Service Provider may safeguard his interest through insurance at his own cost. Under no circumstances BHEL will take any liability arising out of or due to the action of the contract worker, including third party claims. Contractor will have the sole liability of the damages/injuries caused to the contract worker or due to the action of the contract worker (including accidents and third party claims).

c) It is the responsibility of Contractor to inform the admin depts. of PSNR, the occurrence of any accident involving BHEL's vehicle(s), as early as possible, and also provide substitute and submit a detailed report to transport coordinator within 24 hours for record of BHEL.

d) Absence of worker due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/substitute is responsibility of Service Provider unless otherwise exempted for reasons beyond Service Provider's control.

09 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) Motor Transport Workers Act 1961 with rules, order and notifications issued there under from time to time.
- 6) Payment of Gratuity Act 1972 with rules, order and notifications issued there under from time to time.
- 7) Service Provider shall obtain a certificate from ALC (C) regarding Labour License.
- 8) Payment of Bonus Act 1965 with rules, order and notifications issued there under from time to time.
- 9) Payment of Wages Act 1936 with rules, order and notifications issued there under from time to time.
- 10) Employees Provident Fund & Misc. Provisions Act 1952 with rules, order and notifications issued there under from time to time.
- 11) ESI Act with rules, order and notifications issued there under from time to time.
- 12) Motor Vehicles Act 1988 and the central/state rules as applicable.
- 13) 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.

10. 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 **three months** with mutual agreement, in writing, on the same rate and terms & conditions based on the performance of contractor.

11. 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.

Other Important terms

Reverse Auction: Applicable

ORC & PVC : Not applicable.

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	EXISTING RATE (In Rs.)	ESTIMATED WORK FOR 2 YEARS	ESTIMATED VALUE OF WORK FOR 2 YEARS
1	Making of Godrej Steel Table lock key (with material)	EACH	33.60	48	1612.80
2	Making of steel almirah key (with material)	EACH	31.50	48	1512.00
3	Making of filling cabinet key (with material)	EACH	23.10	60	1386.00
4	Making of Door lock key (with material)	EACH	63.00	60	3780.00
5	Making of Door lock key (Godrej) (with material)	EACH	84.00	60	5040.00
6	Making of Side Rack Lock Key (with material)	EACH	33.60	48	1612.80
7	Cabinet Drawer repair (labour charges)	EACH	57.75	60	3465.00
8	Steel Almirah locking rod repair (labour charges)	EACH	42.00	48	2016.00
9	Steel Table repair (labour charges)	EACH	43.05	48	2066.40
10	Filling Cabinet locking rod repair (labour charges)	EACH	42.00	36	1512.00
11	Replacement of filling Cabinet handle (with material)	EACH	63.00	36	2268.00
12	Replacement of filling Cabinet drawer balls (with material)	EACH	57.75	12	693.00
13	Replacement of Almirah handle (with material)	EACH	65.10	24	1562.40
14	Replacement of Seet Almirah Self Supporters (With material)	EACH	63.00	12	756.00
15	Replacement of Steel Almirah handle (with material)	EACH	131.25	12	1575.00
16	Replacement of Steel Almirah handle (Godrej - With material)	EACH	199.50	12	2394.00
17	Door lock repairing (labour charges)	EACH	126.00	48	6048.00
18	New lock fitting labour charges of table /Multi - purpose	EACH	47.25	48	2268.00
19	New lock fitting (With material &labour charges)of table /Multi- purpose	EACH	204.75	24	4914.00
20	Door lock replacement (complete - set) labour charges (With material) (ordinary)	EACH	787.50	12	9450.00
21	New Godrej Door lock replacement (complete - set) labour charges (with material)	EACH	2446.50	4	9786.00
22	Filling Cabinet Open (labour charges)	EACH	31.50	24	756.00
23	Almirah open (labour charges)	EACH	84.00	24	2016.00
24	Table Drawer open /Side Rack drawer open (labour charges)	EACH	23.10	48	1108.80
25	Filling cabinet lock replacement (With material)	EACH	656.25	12	7875.00
26	Filling cabinet locking box each fitting (labour charges)	EACH	52.50	12	630.00
27	Lock repair in table & almirah (labour charges)	EACH	36.75	96	3528.00
28	Revolving chair repairing oiling (Godrej) (labour charges)	EACH	52.50	144	7560.00
29	Welding of revolving chair seat (With material)	EACH	42.00	24	1008.00
30	Revolving chair New Wheel replacement (With material) (Godrej)	EACH	183.75	192	35280.00
31	Revolving chair repair & bush welding (labour charges)	EACH	73.50	24	1764.00
32	Revolving chair repair & pipe fixing welding (labour charges)	EACH	787.50	12	9450.00

33	Revolving chair stand plate fixing & welding (labour charges)	EACH	168.00	72	12096.00
34	Table Drawer repair charges	EACH	78.75	48	3780.00
35	Rope (nylon) for vertical blind (per meter)	MTR	44.10	48	2116.80
36	steel cabinet locking rod fixing (With labour)	EACH	81.90	48	3931.20
37	Side Rack repair and carpentry job (With labour)	EACH	131.25	48	6300.00
38	providing table drawer kunda chapka with lock (With material)	EACH	183.75	24	4410.00
39	cabinet drawer repaier & greasing /oiling (labour charges)	EACH	47.25	48	2268.00
40	Door Closure piston replacement (With material)	EACH	120.75	48	5796.00
41	Almirah Lock repair (labour charges)	EACH	36.75	60	2205.00
42	Godrej Revolving chair back Wire fix /welding (labour charges)	EACH	47.25	48	2268.00
43	Venation blind repair & washing /cleaning (labour charges)	EACH	262.50	48	12600.00
44	Gear replacement Thick /Heavy for venetian blind per meter (With material)	MTR	78.75	6	472.50
45	Dori replacenment per meter (With material) for venetian blind	MTR	23.10	48	1108.80
46	Web replacement per meter (With material) for venetian blind	MTR	57.75	30	1732.50
47	Venation blind new rod replacement (With material)	EACH	262.50	6	1575.00
48	Venation blind new cape replacement (With material)	EACH	33.60	20	672.00
49	Runner replacement for vertical blind (With material) (Mack)	EACH	105.00	10	1050.00
50	Repair & Servicing of Vertical Blind (With labour charges)	EACH	136.50	96	13104.00
51	Fancy Curtain channel Refixing & Carpentry job(With labour charges)	EACH	147.00	12	1764.00
52	Weight chain (Lower portion) for Vertical Blind (With material charges)	EACH	44.10	6	264.60
53	Curtain Weight for vertical blind (With material charges)	EACH	63.00	6	378.00
54	Roller Weight for vertical blind (With material)	EACH	63.00	24	1512.00
55	Clip Weight for vertical blind (With material)	EACH	26.25	24	630.00
56	Chain Lock for vertical blind (With material)	EACH	33.60	24	806.40
57	Godrej Hydraulic Cylinder /Shocker (New) per (With material)	EACH	1470.00 (G)	6	8820.00
		EACH EACH	840.00(O)	12	10080.00
58	Door Lock open & repair (labour charges)	EACH	126.00	48	6048.00
59	Godrej chair Handle replacement (New) PBC /TB (With material)	EACH	682.50	24	16380.00
60	Door Closer fixing (New) ISI Make prabhat /Sindhu (With material)	EACH	682.50	48	32760.00
61	Replacement of multipurpose lock (Godrej /Harrison (With material)	EACH	149.10	72	10735.20
62	Revolving Chair repair (Local) (Labour charges)	EACH	33.60	240	8064.00
63	Godrej Revolving chair stand plate (New) fitted (With material)	EACH	2950.50	6	17703.00
64	Godrej Steel Almirah lock replacement (With material)	EACH	1732.50	20	34650.00

65	Godrej Revolving chair Handle (new) supply & fitted(with material)	EACH	892.50	24	21420.00
66	Godrej new table key (With material)	EACH	94.50	24	2268.00
67	Godrej New table Handle fitting charges (With material)	EACH	42.00	48	2016.00
68	Filling cabinet bottom each fixing (With material)	EACH	162.75	12	1953.00
69	Godrej New lock (table & side rack) fitted (With material)	EACH	189.00	12	2268.00
70	Dry cleaning of Vertical Blinds Strip (labour charges) each	EACH	26.25	360	9450.00
71	Vertical Blinds cutting /bracketsfix (L. Charge)	EACH	152.25	20	3045.00
72	vertical blind strip (Hanger plate) (labour charges) each	EACH	42.00	20	840.00
73	vertical blind strip cutting & stitching (labour charges) each	EACH	28.35	20	567.00
74	Godrej Almirah (Moving -compact) dismantling each (labour charges)	EACH	157.50	20	3150.00
75	Godrej Almirah (Moving -compact) re - assembling each (Labour charges)	EACH	136.50	20	2730.00
76	Roller blind Dry cleaning (Labour charges) each	EACH	315.00	60	18900.00
77	Roller blind Repair & fixing (labour charges) each	EACH	168.00	40	6720.00
78	Door closer repairing (Labour charges)	EACH	126.00	48	6048.00
79	Godrej chair bash Replace with wheel (With material)	EACH	2782.50	6	16695.00
80	Supply and fixing of Godrej make door closure	EACH	1995.00	12	23940.00
81	Door Closure Spring replacement (With material)	EACH	183.75	48	8820.00
82	Door Closure Oil Change & Repair (With material)	EACH	126.00	48	6048.00
83	Door Closure fitting Charges (With labour)	EACH	157.50	2	315.00
84	Revolving chair bush & bold providing (With materail)	EACH	57.75	48	2772.00
85	Providing & fixing of New Aldrop in door (With material)	EACH	420.00	6	2520.00
86	New Door handle fixing (With materail)	EACH	315.00	6	1890.00
87	Side Rack & Table Handle replacement (With material)	EACH	63.00	24	1512.00
88	Replacement of door stopper (with material)	EACH	99.75	36	3591.00
89	Replacement of Tower Bolt (chitkani) (With material)	EACH	81.90	36	2948.40
90	Almirah Lock providing (with material)	EACH	262.50	24	6300.00
91	Fixing of Ply Board 6mm for almirah,table, side rack etc.(With material)	SQ. FEET	73.50	48	3528.00
92	Fixing of Ply Board 12 mm for almirah,table, side rack etc.(with material)	SQ. FEET	115.50	48	5544.00
93	Fixing of Ply Board 19 mm for almirah,table, side rack etc. (with material)	SQ. FEET	183.75	48	8820.00
94	Fixing of Laminated Board 19 mm for almirah,table, side rack etc.(with material)	SQ. FEET	178.50	96	17136.00
95	Fixing of Sun Maika for almirah,table, side rack etc.(with material)	SQ. FEET	63.00	240	15120.00
96	Door repair (Carpentry job) (with labour charges)	EACH	183.75	20	3675.00
97	Side rack & Table repair (Carpentry job) (with labour charges)	EACH	26.25	60	1575.00
98	New locking rod for Godrej door lock (with material)	EACH	94.50	12	1134.00
99	Replacement of new aluminium channel for window (with materail)	EACH	472.50	12	5670.00
100	Window repair with Aluminium strip (with materail)	EACH	257.25	12	3087.00
101	Replacement of concealed door closure (Door king) (with material)	EACH	3360.00	1	3360.00
102	Key board channel providing & fixing (with materail)	EACH	472.50	12	5670.00

103	Key board repair (with material)	EACH	36.75	24	882.00
104	Almirah painting (inside & outside) (with material)	EACH	1365.00	6	8190.00
105	Door closure pilot Rod replaced (with materail)	EACH	483.00	6	2898.00
106	Key board providing & fixing in table (with material)	EACH	472.50	6	2835.00
107	Dry cleaning of revolving chair (with material)	EACH	115.50	360	41580.00
108	Replacement Uphostry (cloth) for Seat & Back for revolving chair (with material)	EACH	1417.50	10	14175.00
109	Handle fixing in door (with material)	EACH	63.00	24	1512.00
110	Godrej Revolving chair Stand plate (ordinary) (with material)	EACH	787.50	12	9450.00
111	Supply and fixing of wooden plank 3" x 1.5" dimension for carpentry job	FEET	52.50	12	630.00
112	Supply and fixing of wooden plank 2" x 2" dimension for carpentry job	FEET	42.00	12	504.00
113	Supply & fixing of 4" door hinges (brass make)	EACH	78.75	24	1890.00
114	Supply & fixing of 3" door hinges (brass make)	EACH	31.50	24	756.00
115	Supply & fixing of 2" door hinges (brass make)	EACH	21.00	24	504.00
116	Supply & fixing of E-Channel in Sliding Windows and doors	FEET	42.00	12	504.00
117	Supply and fixing of redu and fly rail in E-Channel in sliding windows and doors	EACH	42.00	6	252.00
118	Painting of wooden, ply board office furnitures and fixtures(with material)	SQ. FEET	63.00	480	30240.00
119	Supply & fixing of Floor Spring (Small Size)	EACH	4725.00	1	4725.00
120	Supply & fixing of Floor Spring (Big Size)	EACH	5775.00	1	5775.00
GRAND TOTAL ESTIMATED EXP. FOR 2 YEARS EXCLUDING OF APPLICABLE GST					725121.60

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

SLNO.	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