

Enquiry No: 9471700096 / 21.10.2017

**HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9471700096 / 21.10.2017
2.	Name of works	WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19
3.	Location of work	VENDOR WORKS
4.	Period of contract	24 months from the date of award of contract.
5.	Earnest Money Deposit	₹ 1,91,560/- (Rupees one lakh ninety one thousand five hundred and sixty only)
6.	Tender Document details	<div> <div>A] Part-I <u>Technical Bid</u></div> <div> <div>ANNEX-1A (Technical Bid-Qualifying Criteria)</div> <div>ANNEX -1B (Scope of Work & Technical Terms and Conditions)</div> <div>ANNEX -1C (General Terms & Conditions of Contract)</div> <div>ANNEX -1D (Special Terms & Conditions of Contract)</div> <div>ANNEX -A (No deviation certificate)</div> <div>ANNEX –B (EMD payment Instruction E-COLLECT)</div> <div>ANNEX –C (Tender Opening authorization letter)</div> <div>ANNEX - D (EFT Format)</div> </div> <div> <div>B] Part- II <u>Price Bid</u></div> <div>ANNEX -2 (Price bid)</div> </div> </div>
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy – 620 014
8.	Last Date for Receipt of Tender	14.11..2017/ 10.00 Hrs.
9.	Date of Techno Commercial Bid Opening	14.11.2017/ 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to DGM /WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10:00 Hrs. on 14.11.2017** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10:30 Hrs (IST) on 14.11.2017** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL is not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

1. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / **Enquiry No.**

Note: 1. Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

2. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

Note:

1. The contract will be awarded for a period of **24 Months (Two Years)** from the date of ordering.
2. The quoted rates shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded. The Tenderer has to quote the Rate / Unit only.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”.**
6. In case of more than one L1 bidders for respective schedules, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL
10. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate / UAM or EM II certificate along with attested copy of a CA certificate (Format is provided as Annexure-A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure – A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after 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 :
₹.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
₹.....Lac.

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ 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.

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

NOTE

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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Check List for Enclosures

SL No	Description	Remarks
1	Separate EMD Cover containing DD / or Duly signed and stamped Copy of valid MSME / NSIC / UAM, indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2	Separate Technical Bid Cover containing Duly signed and stamped tender documents and supporting Documents indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.1	Duly signed and stamped Tender Document for Tender	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.2	Duly signed and stamped Copy of NABL certificate.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.3	Duly signed and stamped Copy of Income Tax Registration (PAN)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.4	Duly signed and stamped Copy of Income tax return Acknowledgments as per PQR.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.5	Duly signed and stamped Copy of Profit and Loss account Statements and Balance Sheets as per PQR.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.6	Duly signed and Sealed "No deviation certificate" as per Tender (Annexure-1E).	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
3.	Separate Price Bid cover containing quoted price bid with signed and stamped for all schedules.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1A

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any) (If vendor code is not available Kindly Submit the original RTGS Format enclosed as annexure-D with cancelled cheque leaf)	
7.	Goods and Service Tax (GST) Registration (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer))	Copy of Goods and Service Tax (GST) Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

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B: Qualifying Criteria:

Sl. No	Qualifying Criteria	DETAILS
1	EMD(Earnest Money Deposit) :	
1.1	<p>₹ 1,91,560/- (Rupees one lakh ninety one thousand five hundred and sixty only) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.)</p> <p>Electronic fund transfer credited in BHEL account (Before Tender Opening) Details referred as per Annexure-B</p> <p>Banker's cheque / pay order / demand draft, in favour of BHEL - Trichy (along with the Offer)</p> <p><u>Offer without EMD in separate Cover (with DD/MSME/NSIC) will be summarily rejected.</u></p>	<p>AMOUNT :₹</p> <p>DD NO:</p> <p>DD DATE:</p> <p>ISSUING BANK :</p>
2.	Technical Competence :	
2.1	Vendor shall have NABL certification in the field of medical Testing with scope of accreditation covering all the test as per the scope of Work (Copy of NABL Certificate along with scope of accreditation to be submitted by the Bidder)	
2.2	Vendor shall have local sample Collection agencies at Trichy (Details to be furnished)	
2.3	Vendor Shall quote for all items as per Price Bid. (Non Quoting for any item will lead to rejection of offer at any time of the tendering Process)	<p>Quoted for all Items as per Price Bid :</p> <p>Quoted / Not Quoted .</p>
2.4	No deviation certificate. (To be enclosed as per Annexure-A)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

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3	Financial Soundness		
3.1	Agency shall have average annual turnover of ₹ 29 Lakhs or more during any three consecutive years during last four financial years (2013-14, 2014-15, 2015-16 and 2016-17).	Average Annual Turnover of three consecutive years. ₹ Lakhs.	
3.2	Balance Sheet and Profit & loss account statement duly certified by chartered accountant with CA membership number.	Financial years	Please Tick (√) in the appropriate box
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
3.3	Income tax Return acknowledgment	Assessment years	Please Tick (√) in the appropriate box
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
4	Statutory conditions		
4.1	Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)	Copy of Income tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed	

NOTE: Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

BILL OF QUANTITY

Sl No	Description	Unit	Approximate Qty for two years
1	T3,T4, TSH (CLIA)	NO	11,986
2	Free T4 TSH	NO	9,979
3	Thyroglobulin	NO	79
4	Total PSA	NO	4,937
5	LH, FSH, Prolactin Profile Rate & individual Test rates (CLIA)	NO	871
6	Total Testosterone (CLIA)	NO	79
7	Free Testosterone	NO	26
8	Serum Cortisol	NO	79
9	Serum Estradiol	NO	53
10	DHEAS	NO	53
11	Serum Insuline (Fasting)	NO	634
12	Serum Progesterone	NO	26
13	Vitamin B12	NO	1,426
14	Serum Folic acid	NO	158
15	Vit D-(1-25 Hydroxy Vit-D)	NO	1,848
16	Serum Parathyroid Hormone	NO	132
17	Serum Beta HCG (Quantitative)	NO	264
18	D-Dimer (quantitative)	NO	106
19	Ds DNA	NO	53
20	Anti CCP	NO	185
21	ADA (adenosine deaminase)	NO	158
22	Iron deficiency profile(S.Iron, Ferritin, TIBC)	NO	528
23	Coagulation Profile(Protein C,S, Factor V & VIII)	NO	53
24	Anti cardiolipin Antibody IgG,IgM	NO	106
25	Anti Phospholipid Antibody IgG, IgM	NO	79
26	Lupus anticoagulant	NO	53
27	ANCA-C&P	NO	53
28	Serum ZINC	NO	26
29	Serum Copper	NO	26
30	Serum Magnesium	NO	79
31	CA 15.3	NO	79
32	CA - 125	NO	132
33	CEA	NO	132
34	Alpha foeto protein	NO	158
35	CD4 Count (Flow cytometry)	NO	158
36	C peptide	NO	26

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37	Complement C3,C4	NO	26
38	IgE level	NO	1,082
39	HBeAg	NO	158
40	Anti HBc	NO	106
41	Anti HBs	NO	26
42	Anti HBA	NO	26
43	Torch Panel 10(IgG, IgM)	NO	79
44	Dengue Elisa IgG, IgM	NO	185
45	Karyotyping	NO	79
46	HBV DNA PCR (Quantitative) viral load	NO	211
47	TB PCR	NO	53
48	HLA B27 PCR	NO	53
49	Protein Electrophoresis	NO	53
50	Haemoglobin Electrophoresis	NO	79
51	Sci-70 Antibody	NO	26
52	LKM Antibody	NO	26
53	SM/Rnp Antibody	NO	26
54	Anti microsomal thyroid Antibodies	NO	53
55	Anti SS-A, SS-B Antibodies	NO	53
56	Anti Thyroglobulin Ab	NO	26
57	Serum ANA	NO	158
58	TRIPLE MARKER TEST	NO	26
59	Thyroid Receptor Antibody	NO	26
60	ACTH	NO	26
61	Jack 2 Mutation	NO	26
62	Double Marker	NO	79
63	Quadruple Marker	NO	1,320
64	APTT	NO	158
65	Angiotensin Converting Enzyme(ACE), Serum	NO	26
66	Anti Cysticercosis-IgG	NO	26
67	Anti Mullerian Hormone (AMH)	NO	53
68	CA-19.9	NO	53
69	HCV RNA-Quantitative PCR	NO	53
70	Homocysteine, Serum	NO	79
71	Lithium-Serum	NO	26
72	Microfilaria Antigen	NO	26
73	Neonatal TSH Sceening	NO	422
74	Prothrombin Time	NO	26
75	Renal Stone Analysis	NO	53
76	Scrub Typhus IG M	NO	26
77	Aldosterone, Serum	NO	26
78	VMA-Vanillylmandelic Acid (24 hrs Urine)	NO	26
79	CD8	NO	53

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80	17-OH Progesterone, Serum	NO	26
81	AFB Culture- Bactec MGIT	NO	26
82	ANA Profile	NO	26
83	Factor V Leiden, Mutant detection	NO	26
84	Ferritin, Serum	NO	53
85	Gene X Pert Line Pro Assay for MTB	NO	79
86	Thyroid Fuction Test-free	NO	26
87	Asperhillus Specific IGE	NO	26
88	Aspergilles Specific (Serum) IGG	NO	26
89	Prolactin Serum	NO	634
90	Thyroid Antibodies-ATAB	NO	53
91	Calcitonin	NO	26
92	Ceruloplasmin-Serum	NO	26
93	FSH-Follicle Stimulating Hormone, Serum	NO	26
94	HBA1C-Glycated Haemoglobin, Blood	NO	1,162
95	Immunoglobulin G (IGG)	NO	26
96	Transferrin Saturation	NO	26
97	Anti HCV	NO	26
98	LH-Luteinizing Hormone, Serum	NO	26
99	Tacrolimus Blood Level	NO	26
100	TIBC-Iron Binding Capacity-Total, Serum	NO	26
101	TSH-Receptor Antibody	NO	53
102	Anti Smooth Musle Antibody (ASMA), Serum	NO	26

SCOPE OF WORK:

TERMS & CONDITIONS FOR HORMONAL INVESTIGATION TESTS

1. Hormonal Analysis should be done by Chemiluminescence Immuno Assay Method using Fully automated analyzer.
2. Representative should visit Main Hospital, BHEL Township, Trichy-14 in all working days except on our company holidays for collection of blood samples and the results have to be given within 48 hours. (Local collection Centre if any has to be specified) for which to and fro charges will not be entertained.
3. Contractor must depute one Lab Technician to Town Dispensary in 7th cross, Thillai Nagar, Trichy-17 every Wednesday morning 8 am to 11 am to collect Blood Samples for Hormonal analysis.
4. Vacutainer tubes for blood collections and thermo cool packs have to be provided by the agency for transporting the blood samples.
5. Bills in duplicate may be submitted once in a month in the name of MEDICAL SUPDT. Your Invoice should contain the Patient name, investigations done, rate of investigations, and the total value. Payment will be made by means of EFT payment. Income tax will be deducted in each and every bill as per rules.
6. BHEL reserves the right to visit and inspect your laboratory to ensure the availability of the equipments and the facilities for the tests cited.
7. Advance intimation to be given for closure due to holidays or other reasons including break down of the equipment's etc.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

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

2. Heading to the Contract Conditions:

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

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

4. Work To Be Carried Out:

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

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

5. Assignment of Transfer of Contract:

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. Sub-Contract:

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

7. Compliance to Regulations and Bye-Laws:

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

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

Earnest Money Deposit (EMD):

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

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- 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 BHEL (along with offer)

In case total EMD amount is more than ₹ 20 Lakh, the amount in excess of ₹ 20 lakh may 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.

Forfeiture of EMD:

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

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

General Terms related to EMD:

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

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

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

Security Deposit (SD):

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

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

Modes of Deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

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

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

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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

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

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

Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

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

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall

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- be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
 3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
 4. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
 5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

10. Orders under the Contract:

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

11. Contractor's Supervision:

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

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12. Laws Governing the Contract:

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

13. Cancellation of Contract for Corrupt Acts:

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

14. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

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- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

15. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

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

16. Termination of Contract on Death of Contractor:

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

17. Special Power to Termination:

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

18. Submission and Processing of Bills:

Payment of Bills:

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by medical in charge.
2. Payment shall be made against Certification by respective area medical in charge.

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The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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

- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- b) Any other relevant document which is required from time to time as per BHEL requirement.
- c) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

20. Recovery from Contractor:

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

21. Post- Technical Audit of Work and Bills:

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

22. Refund of Security Deposit:

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

23. Force Majeure Clause:

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

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any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

24. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

25. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 24.

26 SECRACY OF CONFIDENTIAL INFORMATION:

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

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

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

27. Signing Of Contract:

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

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28. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

29 FRAUD PREVENTION POLICY

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

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

31. RISK PURCHASE:

- a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

32. Government Law’s Covering Under This Contract.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Criteria for Award of Work:

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL". **Package Wise L1 based on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties"**
The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

2. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. The sum of basic rates i.e. (Package) for works including all charges, incidentals etc., exclusive of Goods and Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).

3. Participation.

1. **The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.**

4. Rate Finalization

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

5. DISCREPANCY IN WORDS & FIGURES· QUOTED IN PRICE BID:

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.

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

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PART-I (No deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2017-19

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We M/s. do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)
4. Annex-1C (Special Terms & Conditions of Contract)

and accordingly we accept all the Terms and conditions of Enquiry No: 9471700096 Dt: 21.10.2017 without any reservations what so ever

Your Faithfully

Authorized signature
with seal and address

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ANNEXURE-B

EMD PAYMENT WIDE E-COLLECT

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

STEP BY STEP PROCEDURE:

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

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

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

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ANNEXURE-C

PROFORMA (SAMPLE)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s..... (name of the Tenderer) hereby
authorizing (name of the representative) to participate in
the Tender opening of BHEL Trichy **“WORKS CONTRACT FOR OUTSOURCING OF HARMONAL
ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19.”**

of Enquiry No: 9471700096 Dt: 21.10.2017

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature
with seal and address

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Annexure-D

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

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

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE: (Manager / Officer's)

DATE : Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

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PART-II (PRICE BID)

ANNEXURE-II

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
1	T3,T4, TSH (CLIA)	NO	11,986	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
2	Free T4 TSH	NO	9,979	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
3	Thyroglobulin	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
4	Total PSA	NO	4,937	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
5	LH, FSH, Prolactin Profile Rate & individual test rates (CLIA)	NO	871	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
6	Total Testosterone (CLIA)	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
7	Free Testosterone	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
8	Serum Cortisol	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
9	Serum Estradiol	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
10	DHEAS	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
11	Serum Insulin (Fasting)	NO	634	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
12	Serum Progesterone	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
13	Vitamin B12	NO	1,426	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
14	Serum Folic acid	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
15	Vit D-(1-25 Hydroxy Vit-D)	NO	1,848	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

Enquiry No: 9471700096 / 21.10.2017

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
16	Serum Parathyroid Hormone	NO	132	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
17	Serum Beta HCG (Quantitative)	NO	264	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
18	D-Dimer (quantitative)	NO	106	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
19	Ds DNA	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
20	Anti CCP	NO	185	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
21	ADA (adenosine deaminase)	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
22	Iron deficiency profile(S.Iron, Ferritin,TIBC)	NO	528	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
23	Coagulation Profile(Protein C,S, Factor V & VIII)	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Enquiry No: 9471700096 / 21.10.2017

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
24	Anti cardiolipin Antibody IgG,IgM	NO	106	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
25	Anti Phospholipid Antibody IgG, IgM	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
26	Lupus anticoagulant	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
27	ANCA-C&P	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
28	Serum ZINC	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
29	Serum Copper	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
30	Serum Magnesium	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
31	CA 15.3	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
32	CA - 125	NO	132	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
33	CEA	NO	132	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
34	Alpha foeto protein	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
35	CD4 Count (Flow cytometry)	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
36	C peptide	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
37	Complement C3,C4	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
38	IgE level	NO	1,082	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
39	HBeAg	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
40	Anti HBc	NO	106	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
41	Anti HBs	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
42	Anti HBA	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
43	Torch Panel 10(IgG, IgM)	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
44	Dengue Elisa IgG, IgM	NO	185	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
45	Karyotyping	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
46	HBV DNA PCR (Quantitative) viral load	NO	211	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
47	TB PCR	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

Enquiry No: 9471700096 / 21.10.2017

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
48	HLA B27 PCR	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
49	Protein Electrophoresis	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
50	Haemoglobin Electrophoresis	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
51	Sci-70 Antibody	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
52	LKM Antibody	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
53	SM/Rnp Antibody	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
54	Anti microsomal thyroid Antibodies	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
55	Anti SS-A, SS-B Antibodies	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

Enquiry No: 9471700096 / 21.10.2017

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
56	Anti Thyroglobulin Ab	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
57	Serum ANA	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
58	TRIPLE MARKER TEST	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
59	Thyroid Receptor Antibody	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
60	ACTH	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
61	Jack 2 Mutation	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
62	Double Marker	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
63	Quadruple Marker	NO	1,320	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

Enquiry No: 9471700096 / 21.10.2017

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
64	APTT	NO	158	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
65	Angiotensin Converting Enzyme(ACE), Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
66	Anti Cysticercosis-IgG	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
67	Anti Mullerian Hormone (AMH)	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
68	CA-19.9	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
69	HCV RNA-Quantitative PCR	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
70	Homocysteine, Serum	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
71	Lithium-Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
72	Microfilaria Antigen	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
73	Neonatal TSH Scening	NO	422	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
74	Prothrombin Time	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
75	Renal Stone Analysis	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
76	Scrub Typhus IG M	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
77	Aldosterone, Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
78	VMA- Vanillylmandelic Acid (24 hrs Urine)	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
79	CD8	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
80	17-OH Progesterone, Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
81	AFB Culture- Bactec MGIT	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
82	ANA Profile	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
83	Factor V Leiden, Mutant detection	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
84	Ferritin, Serum	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
85	Gene X Pert Line Pro Assay for MTB	NO	79	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
86	Thyroid Fuction Test-free	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
87	Asperhillus Specific IGE	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
88	Aspergilles Specific (Serum) IGG	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
89	Prolactin Serum	NO	634	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
90	Thyroid Antibodies-ATAB	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
91	Calcitonin	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
92	Ceruloplasmn-Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
93	FSH-Follicle Stimulating Hormone, Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
94	HBA1C-Glycated Haemoglobin, Blood	NO	1,162	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
95	Immunoglobulin G (IGG)	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

Name of Works: WORKS CONTRACT FOR OUTSOURCING OF HARMONAL ANALYSIS TESTS IN BHEL MAIN HOSPITAL AND BHEL RSK DISPENSARY TRICHY FOR 2018-19

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SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
96	Transferrin Saturation	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
97	Anti HCV	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
98	LH-Luteinizing Hormone, Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
99	Tacrolimus Blood Level	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
100	TIBC-Iron Binding Capacity-Total, Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
101	TSH-Receptor Antibody	NO	53	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
102	Anti Smooth Musle Antibody (ASMA), Serum	NO	26	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
Total amount (Excluding GST) (A) (₹)					
GST @ % (B) (₹)					
Total amount (Including GST) (C=A+B) (₹)					

Enquiry No: 9471700096 / 21.10.2017

NOTES

1. The rate quoted shall remain firm and throughout the valid for entire Contract period and no extra payment will be reimbursed to the contractor by BHEL.
2. The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
3. Quotation should be valid for a period of 180 days from the date of Tender opening
4. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties". The contract will be awarded to only one contractor based on the total value of the offer (package basis L1) In case of more than one L1 bidders, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
5. No other pre conditions along with your offer will be entertained by BHEL
6. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted by vendor is inclusive of all taxes and duties levied excluding GST .
7. Applicable GST at the time of execution of contract shall be payable to vendor.