

	<p align="center">Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET – 632 406, INDIA</p>	<p>Phone No:04172-284259, 4698 E-mail: drbabu@bhelrpt.co.in mpcsekhar@bhelrpt.co.in</p>
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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

NOTICE INVITING TENDER	
Tender Notice No	9870012E, DT: 13.06.2017.
Name of work	Supply, Installation & termination of IO points, cable dressing, OFC splicing, removal of old cable, chipping of walls etc. activities inside BHEL/Ranipet premises.
Type of tender	Open tender.
Period of contract	Two Years
Earnest Money Deposit (EMD) Amount	Rs.48,300/- (Rupees Forty eight thousand and Three hundred only)
Last date & Time for Receipt of the Tender	06.07.2017 at 14.00 hrs
Date of Technical bid Opening	06.07.2017 at 14.30 hrs on wards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Through e-procurement (https://bheleps.buyjunction.in) only
Note:	
<ol style="list-style-type: none"> The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) . BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past. 	

**DGM / WCM
ISSUING OFFICER**

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WORK SPECIFICATION & CONTRACTOR OBLIGATIONS

GENERAL

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance.

BHEL's Ranipet Complex is one of the leading boiler auxiliaries manufacturers in the world and India's largest engineering and manufacturing enterprises providing total boiler solutions for utility, industrial, captive power and heat recovery applications.

BHEL Ranipet LAN has evolved over the years. In the process of expansion many locations were added, old locations revamped etc. In accordance to our changing requirements and to provide end user access to our Network, we are in the process of executing this Tender.

TERMS AND CONDITIONS OF THE CONTRACT

- The contract will be awarded to one vendor for all items and will not be splitted.
- This being rate contract, the projected figures are based on tentative figure and the actual consumption may be higher or lower.
- The requirements will be intimated on need basis and the vendor is expected to complete in a time frame specified by BHEL.
- The contract period is two years from the date of Acceptance of Order.
- The contractor shall nominate a project manager for the entire contract period for the purpose of co-ordination and execution of the works contract.
- Electrical power and water will be available at free of charges from the nearest tapping point of the working area.
- The contractor should make necessary arrangement for tapping the same at no extra cost to BHEL.
- No Boarding & lodging will be provided by BHEL for the technicians.
- Safety precautions as per Norms of BHEL & relevant Laws and Acts to be followed.
- The contractor is expected to submit the installation report comprising the length of cable laid in meters and test results indicating proper functioning of the I/O Points immediately after the commissioning of the I/O points to BHEL.
- Service level agreement: Vendor shall deploy the installation team within three days of intimation from BHEL and complete the work.

1.0 Materials Specifications

I/O Points

1	Make	Molex / Panduit / Schneider / CommScope/ TE/systimax/D-link
2	Type	Two port FACEPLATE for RJ-45

UTP Cable

1	Make	Molex / Panduit / Schneider / CommScope / TE/systimax/D-link
2	Category	CAT 6A or above

Multimode Pigtailed/ Jack panel

1	Make	Molex / Panduit / Schneider / CommScope / TE/systimax/D-link
2	Category	OM3 pigtailed and above

Single mode Pigtailed

1	Make	Molex / Panduit / Schneider / CommScope / TE/systimax/D-link
2	Category	OS1/OS2 pigtailed and above

12U/15U rack:

1	Make	HCL,HP,RETTAL
2	Type	Lockable toughened glass door

The Bidder has to offer Top Category of the products manufactured by OEM in India.

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QUALIFICATION CRITERIA:

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs.48,300/- (or) MSME valid certificate(as per MSE Clause listed in point no.34).	DD/Ref. No. _____
2	Eligibility	a) Should have similar work experience i.e. successful execution of "Supply, laying of UPT cable /OFC, testing and Commissioning of I/O Points / MC of network cabling etc. b) Average annual financial turnover should be at least Rs.7.24 lakhs during the last 3 years ending on 31.03.2016 . c) Should have completed "1" work of value of minimum Rs.19.31 Lakhs (or) "2" works of value of minimum Rs.12.07 lakhs each (or) "3" works of value of minimum Rs.9.65 lakhs each during the last 7 years ending on 31.05.2017 . The above values are excluding taxes.	
3	Document "Copies" to be submitted with tender.	a) LOA's of the works completed/ being executed.	
		b) Work Completion certificates for the LOA's referred.	
		c) Income Tax return filed for last 3 years (i.e. for AYs 2014-15 , 2015-16 & 2016-17).	
		d) Certified Balance sheet and P/L account statement by the Auditor , for the last 3 years (i.e. FYs 2013-14, 2014-15 & 2015-16).	

Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account

Note : 1.Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.

2. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.

3. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.

4. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business dealings" or already done will summarily be rejected.

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Details to be filled by the Bidder

1	Name of applicant	
	Full address	
	Nationality	
	email cell phone fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. The copy to be enclosed.	
4	PAN no and documentary proof .	
5	Registration under Tamil Nadu VAT ACT, TIN number. The copy to be enclosed.	
6	The service tax heads under which the enlisting person registered with Excise Authorities and copy of service tax registration certificate has to be enclosed .	
7	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act? The copy to be enclosed.	
8	Income Tax return filed acknowledgement for last 3 years has to be enclosed.	
9	EMD Payment(Rs.48,300/-) details: DD No. & Date	

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TENDER CONDITIONS

- 1) **Tenders must be submitted through e-Procurement system only. And the bids submitted by the bidders will be opened through e-Procurement system. Late offers & incomplete offers shall become liable for rejection.**
- 2) The bidders are advised that they take utmost care in submitting the bids well within time without waiting for last moment, so that they may not experience any trouble in submitting their bids, due to any unexpected technical snag. Any offers received beyond the due date/time as mentioned above will not be considered for evaluation.
- 3) Infrastructure for submitting the bids through E-Procurement & Reverse Auction system: The bidders are instructed to make ready all required infrastructure, communication facilities so as to make them prepared for submitting the bids through e-Procurement system and to participate effectively in the Reverse Auction process.
- 4) All entries / documents / data etc. may be clearly furnished without any ambiguity.
- 5) **The bidder shall fill in all the required particulars of the bid documents and also sign on each and every page of the bid documents before uploading thorough EPS.**
- 6) Should a Bidder find discrepancies or omissions in the bid 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 through EPS mode only. Submission of hard copy will not be entertained.. (No extension of time shall be given for submission of the application on any account)
- 7) Conditional offers / bids, bids which are incomplete or otherwise considered defective with respect to Tender Terms & conditions and bid not in accordance with the Terms & Conditions herein contained and the Bid not in original shall be rejected, out rightly, at any point of time during the evaluation process.
- 8) Should a Bidder or in the case of a firm or company of Applicant/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 Bid, failing which the Bid may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 9) The Bid and the total Tender / Contract terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.
- 10) In the event of contradiction between various clauses in this tender specification, the most onerous in the opinion of BHEL will prevail.
- 11) Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 12) The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Pre Qualification Requirement, Techno-commercial offer, Price Bids, Terms & Conditions etc.) before submitting their Tenders through EPS.
- 13) In case BHEL find/ notice that bidders join together, form cartel, or influence others / new bidders to submit offers in their favour, then BHEL will exercise their right to take severe action against such bidders including legal action & permanent blacklisting / banning of such bidderscarrier for BHEL's Business
- 14) This is only an invitation of Tender and not a Contract.
- 15) The tender will be processed in two part system. The first part (Part I) is called the techno-commercial bid and the second part (Part II) is called the Price bid. Both parts i.e. Part I and Part II of the bids shall be submitted at the same time.
- 16) Submitting bids without any one Part (i.e Part I or Part II) of the bid will be considered incomplete bid and hence will be rejected.
- 17) Submission of incorrect bid or incomplete bid or partial bid will be liable for rejection of such bid.

- 18) The techno-commercial bids of the bidders who do not meet the Pre-Qualification Requirement will be rejected and will not be proceed further.
- 19) All Documents shall be duly signed & stamped by the Bidder in all the pages and submitted through e-Procurement in full in token of acceptance of the same through e-procurement.
- 20) The bidders are advised to go through the terms & conditions enclosed carefully before submitting their application.
- 21) The bids which are submitted after the due date & due time of tender submission will not be considered for evaluation.
- 22) The Tender documents shall be published in the BHEL Web sites / Govt tenders web page / CPP Portal. Any clarifications/corrigendum in this regards will be given only through BHEL web-sites & CPP Portal and not in any other mode of communication. Bidders shall visit the web page periodically.
- 23) Contractor shall quote the rate in all the columns against each schedule of the rate schedule enclosed in Rupees & Paise only. In case of any difference in the rates quoted in figure and in words, the lower of the two rates will be taken as tendered rates. If any column is not filled, the offer shall be rejected.
- 24) All entries in the tender documents should be in ink only. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 25) In case the tenderer finds discrepancies or omissions in any of the tender documents or doubt as to their meaning, he shall at once address the authority inviting the tender, for clarification before tender opening.
- 26) Earnest Money Deposit (EMD) of RsRs.48,300/- (Rupees Four eight thousand and Three hundred only) in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of "BHEL, Ranipet" payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/icollecthome.htm>-Please ref: Special conditions: Page no.19, sl.no.18) and enclose the payment details for EMD. EMD amount by Demand Draft(hard copy) shall be handed over to WCM department either by post/in person on or before 06.07.2017,14:00 hrs. Non receipt of DD (hard copy) before due date, the corresponding offer will be summerly rejected. Scanned copy of DD shall be uploaded alongwith tender document in the e-procurement area.
- 27) EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, need not to pay EMD for this work.
- 28) **The tender document without EMD amount will be rejected.** The EMD amount submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful tenderer. EMD paid on the name of bidders only acceptable.

- a) "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit."
- b) "No interest shall be payable by BHEL on earnest money or security deposit, if applicable, or any money due to the contractor by BHEL."
- 29) EMD by the tenderer will be forfeited if (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within 15 days from the date of LOI/Contract.
- 30) Last date & time for the receipt of the tender in the office of the DGM / WCM is on **06.07.2017 up to 14.00 Hrs.**
- 31) The Techno commercial bid will be opened in the office of the DGM / WCM is on **06.07.2017 at 14.30 Hrs.** in the presence of such of those tenderers who choose to be present.
- 32) BHEL reserves the right to reject the lowest or all the tenders without assigning any reason and to split up the quantity to more than one tenderer.
- 33) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 34) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 35) The tenderer should produce certificate of credit worthiness along with particulars of cash credit/overdraft/Bank Guarantee/solvency facilities for limits enjoyed by them and the extent of the utilization so far from their bankers.
- 36) Tender documents will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 37) All tenders shall reach WCM on or before the specified scheduled date & time. Tenders submitted after the due date will not be considered. BHEL is not liable for loss/damage/delay of the tender documents in transit.
- 38) The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- 39) AGREEMENT: The tenderer after award of work by BHEL through letter of indent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100/-.The cost of stamp paper will be borne by contractor.
- 40) STAMPING THE AGREEMENT: The expenses of completing and stamping the agreement are borne by the contractor.
- 41) Tenderers should read the tender documents, general terms and conditions thoroughly and to be acknowledged by signing at the bottom side in all the documents papers and the same may be submitted.
- 42) If tenderer have any question arises about the tenders, they may please get it clarified from WCM during week days from 08.00 to 16.00 hrs with the under signed.

43) The validity of the offer shall be 90 days from the date of tender opening.

44) Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

45) 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.

46) Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

47) SET OFF Clause: "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

48) "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

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

50) CONFIDENTIALTY :

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

The successful bidder should execute a Non-Disclosure Agreement as given in the format In [Annexure - I](#).

51) ALTERATIONS, REJECTION OF BID AND OTHER CONDITIONS:

Any clarification pertaining to this tender can be obtained from Engineer/IC, BHEL, Ranipet, TamilNadu on all working days of BHEL between 14:00 Hrs to 16:00 Hrs. Bidders are requested to seek appointment on telephone 04172-284383 or by email sksingh@bhelrpt.co.in

BHEL reserves the right to cancel the tender without assigning any reason.

BHEL reserves the right to reject the technical offer at any stage of the tender with proper reasons.

Bidders are requested to provide complete data / information as required by the tender documents. Any format not properly filled, partially filled or not filled or documents not provided will make the bid liable for rejection.

Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

Resubmission / cancellation of offers, as desired by bidder, may be done before Tender due Date & Time.

If the bidder deliberately gives wrong information, BHEL reserves the right to reject such a bid at any stage or to cancel the Order/Contract.

Equipment offered must have certifications as per the tender requirement and/or as applicable by relevant standard. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.

BHEL is entitled to ask for any equipment for evaluation. Bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within ONE week of receiving such notice and demonstrate the equipment capability. Upon completion of such evaluation BHEL shall return the equipment to the bidder.

52) Bidder shall satisfy statutory requirements / registrations applicable for the execution of Works Contract - PAN, VAT, GST / CST / ST, ESI / PF, etc. Copies of the certificates shall be submitted with tender documents.

53) Bidder shall fulfill all statutory and safety requirements for personnel engaged in the contract execution. Due to noncompliance of the applicable statutory provisions, if BHEL has to incur any expenditure in this regard the same will be compensated by the Bidder.

54) Treatment of Suspended Bidders / contractors:

The bidders who have been presently put under Hold by BHEL Ranipet or De-Listed by BHEL Ranipet or Banned by BHEL Ranipet or any other BHEL unit / office are not eligible to participate in this Tendering process. The offer submitted by such Carriers will not be considered against this enlistment and will be rejected. During the Tender finalization process also, if any bidder is put under Hold by BHEL Ranipet or De-Listed by BHEL Ranipet or Banned by BHEL Ranipet or any other BHEL unit / office, then the Bids of such Carriers will be rejected and tender will be finalized without considering their Bid.

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ANNEXURE-I

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

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

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

Name
Company
Signature

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GENERAL INSTRUCTIONS TO TENDERERS

1. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
2. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
3. Tenders not submitted on the prescribed forms will be rejected.
4. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, house keeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
5. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the DGM/WCM, the EMD amount will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.
6. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
7. Before submitting the quotation the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
8. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
9. The contractor's responsibility under this contract shall commence from the date of issue of LOA / WORK ORDER by BHEL.
10. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of it's partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
11. In the event of expiry or incapacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
12. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or 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.
13. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
14. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
15. The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.

16. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
17. Tenderers shall not increase their quoted rates at any point of time.
18. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
19. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
20. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
21. In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
22. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
23. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
24. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
25. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
26. In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
27. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
28. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
29. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
30. In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
31. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.

32. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and /or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

33. Discrepancy in “words” & “Figures”

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

34. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any 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.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

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

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that
M/s.....
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act
2006,(Entrepreneur memorandum No(Part-II)..... dtd:.....
Category:.....(Micro/Small).(Copy enclosed)

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

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:
(Signature)
Name-
Membership number
Seal of Chartered Accountant

SPECIAL CONDITIONS OF CONTRACT

- 1) The Contractor to bring adequate manpower for carrying out and completion of the activities/works that are assigned by the IC Officials specified in the Tender Schedule. The manpower may be increased or decreased depends upon quantum of work. If the Contractor is not completing the assigned work in time as specified by BHEL , the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
- 2) The Contractor/project manager shall be present at the work spot and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
- 3) Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
- 4) The minimum safety equipments required to be provided for the contractor's workmen under this contract are safety boots and required safety equipment & tools. It is the responsibility of the contractor not only to provide the work force with such safety equipments at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by with holding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
- 5) As required under the Tamilnadu contract Labor (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
- 6) Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
- 7) The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly the contractor shall cover all his workers under ESI scheme and produce the enrollment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
- 8) The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.

- 9) The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.1996 applicable for Engineering and Fabrication industry from time to time.
- 10) Any increase in wages paid to the workers on account of revision by T.N. Government subsequent to the award of contract and or during any time of execution of the contract WILL NOT BE REIMBURSED TO THE CONTRACTOR at actual. The contractor has to foresee such eventuality in advance and quote the rates accordingly.
- 11) The contract laborers shall also be allowed paid Weekly Off as per rules.
- 12) The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

13. REVERSE AUCTION

BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. **Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Bidder shall submit the IP address of the system while submitting "Process compliance form" before RA process.**

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid.

The envelope sealed price bid of successful L1 bidder in RA shall also be opened after RA and the order will be placed on lower of the two bids.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid, the bidder will be issued a warning letter to this effect. However, if the bidder repeats again it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors.

ANNEXURE- I

TERMS & CONDITIONS OF REVERSE AUCTION

Against this works, may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

- 5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6) Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8) Reverse auction will be conducted on scheduled date & time.
- 9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
- 16) BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.
- 17) For more details, please visit our BHEL website <http://www.bhel.com> (Revision of 'Guidelines for Reverse Auction', issued on 26.09.2016.)

18) Note: BHEL has now made arrangements for payment of EMD thru" Online. The steps to make online payment is detailed as below:

- 1) Visit <https://www.onlinesbi.com/prelogin/collecthome.htm>
- 2) Click „Proceed“ button
- 3) Select „Tamilnadu‘ in the drop down menu under „State of Corporate/Institution *”
- 4) Select „PSU-PUBLIC SECTOR UNDERTAKING“ in the next drop down menu under “ Type of Corporate/Institution”
- 5) Click „Go“ button
- 6) Select „BHEL BAP RANIPET in the drop down menu under “PSU-PUBLIC SECTOR UNDERTAKING”
- 7) Click „Submit“ Button
- 8) Select „EMD „ in the drop down menu under ‘ Select Payment Category”
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

SAFETY PRECAUTIONS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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GENERAL CONDITIONS OF CONTRACT

1. DESPATCH INSTRUCTIONS:

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and uploaded in the e-procurement site. EMD amount by Demand Draft(hard copy) shall be handed over to WCM department either by post/in person on or before 06-07-2017,14:00 hrs. **Non receipt of DD (hard copy) before due date, the corresponding offer will be summarily rejected.** Scanned copy of DD shall be uploaded alongwith tender document in the e-procurement area.
 - 1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
 - 1.3. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice through e-procurement..
 - 1.4. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
 - 1.5. Before tendering, the bidders 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. No claim will be entertained later, on the ground of lack of knowledge.
 - 1.6. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
 - 1.7. The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
 - 1.8. All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.
2. **HEADING TO THE CONTRACT CONDITIONS :-** The heading to these conditions shall not affect the interpretations thereof.
 3. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
 4. **DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/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.

5. OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. 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.
8. SUB-CONTRACT: - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .
9. 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 statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
10. SECURITY DEPOSIT:

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

Modes of deposit:

- a. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest **or renewal of the documents or in any other matter connected therewith**)
- b. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

- d. EMD of the successful tenderer will be converted and adjusted against security deposit.
- e. EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction by submitting No demand certificate within 30 days of completion of contract.

- 12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 14. 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 realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
- 15. ORDERS UNDER THE CONTRACT:- All orders, notices etc. to be given under the contract shall be in writing, type-script 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.
- 16. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM to act on his behalf. 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. The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.
- 17. The AGM/WCM shall have full powers and without assigning any reason, require 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.
- 18. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
- 19. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 20. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights

whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

21. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

22. 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 extend as provided in the case of cancellation for default.

If the Contractor shall :-

(i) 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 borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

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

OR

(iii) 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.

23. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of IC which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

25. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING 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 the Court shall make an order for the liquidation of its affairs, 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, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL

d) Whenever BHEL exercise the authority to cancel the contract under this 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 authorized officials of IC which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

f) 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 the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

26.CANCELLATION OF CONTRACT IN PART OF 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 AGM/WCM or his authorized representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- c) 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 exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by

AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the 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 the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

27. 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.

28. 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 AGM/WCM 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 fore-closing of the work.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

29. SUBMISSION OF BILLS BY CONTRACTOR :- 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 IC Officials separately details of his claims for the work done by him up to and including the previous month which are not covered by his 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.

30. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by authorized officials of IC.

31. RECOVERY FROM CONTRACTOR: - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, 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 or he shall pay the claim on demand.

32. 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.

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

34. FORCE MEJEURE 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, Earth Quake 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 therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.

35. 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 AGM/WCM 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 sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, 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. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

36. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.

37. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.

38. SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

39. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

40. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

41. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

42. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

43. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

44. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
45. **PAYMENT TERMS:** The payment will be made at the end of every month based on the actual job done and the number of points as certified by the concerned Engineer in Charge from Informatics Centre. The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value.

LABOUR LAWS

TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
- (a) The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971..
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

03 **REGISTRATION AND LICENSING:**

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- 04 The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner (Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- 05 The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.

- 06 The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- 07 The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- 08 The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

09 Minimum Wages to be paid :

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2017	3,600 pm	3,840 pm	4,050 pm
Dearness allowance as on 01.04.2017	5,417 pm	5,417 pm	5,417 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	12,217 pm	12,957 pm	13,567 pm

10. **Any increase in minimum wages, by the State Government , during the period of Contract, will have to be borne by the Contractor.** The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
11. The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10th day of the following month **through bank only**
12. All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
13. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
14. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
15. The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
16. The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
17. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month.
18. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.

19. Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
- a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of mandays worked
 - g. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month.

20. REGISTERS RECORDS AND COLLECTION OF STATISTICS.

21. The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
 - b. Employment Card.
 - c. Service Certificate.
 - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
22. The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
23. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
24. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
25. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
26. The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
27. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

WORKING HOURS AND WORKING CONDITIONS:

28. No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
29. The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
30. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
31. The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment

provided to them while doing the work and there should not be any relaxation on this.

32. The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
33. The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
34. The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.

NOTICE OF ACCIDENT:

35. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
36. The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
37. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
38. The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 1.75% of wages to be recovered from his/her workmen and 4.75% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
39. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
40. The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
41. All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13.36% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
42. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
43. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him

and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.

- 44. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- 45. The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- 46. In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor
- 47. Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
- 48. **LD/Penalty clause:** In event delay in deployment of installation team for more than three days, the deductions will be made as per the following formula:
Deduction (D) = (No. of days delayed (d) x Billed amount (r) x Multiplication factor (f))
F= Multiflication factor is 5%.
- 49. **General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

50. SERVICE TAX CONDITIONS:

Rates quoted shall include all royalties, terminal taxes, octrai duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central Government Rules excluding Service Tax. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect in future.

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The L1 will be decided based on the lowest total cost to BHEL.

If any change in Service tax (statuary variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statue shall be carried out.

51. *If the contractor is not able to provide the sufficient Staff for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.*
52. ***BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.***
53. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
54. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
55. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
56. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
57. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
58. *The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.*
59. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
60. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**
61. **EXECUTION, PENALTY and TERMINATION**
- a. **Execution:** Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.
 - b. **Penalty:** Applicable rate 0.5% per week and ceiling value 10.00 %. If the vendor fails to deliver the materials and commission the contracts within the period specified in the contract due to reasons not attributable to BHEL RANIPET, BHEL RANIPET shall deduct the penalty amount equivalent to 0.5% of the total price for each week of delay and upto maximum of 10 % of the total price of the delayed contract.
 - c. **TERMINATION:** BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

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Terms and Conditions of E-procurement

GENERAL TERMS & CONDITIONS OF E-PROCUREMENT (FOR GUIDANCE TO THE SUPPLIERS)

E-Procurement:

- a. In order to process the tender in fair and transparent manner, this tender will be processed through Electronic Procurement System (EPS) only.
- b. Further, adopting e-Procurement will provide protection to the bidders since the bidders need not have to visit BHEL Ranipet personally to submit their offer.
- c. It is brought to the notice of all bidders that they must have Digital Signature facility in order to participate in the e-Procurement system. If any of the bidders who is willing to participate in the tender does not have the Digital Signature facility, they are requested to obtain the same from the concerned authorities well in advance so that they can submit their bids in time in the e-Procurement system.
- d. The bidders are instructed to make sure that they have the required access to the e-Procurement system being operated by BHEL through their service provider. If any bidder does not have access to the e-Procurement system operated by BHEL (through their service provider), they are instructed to register themselves in the e-Procurement system and obtain required access control through User Id & password.
- e. The bidders are instructed to familiarise themselves on e-Procurement system so that they may not face any problem while submitting their bids.

A] Submission of Offer

a) Invitation for bid

Tenders are invited through electronic mode from eligible suppliers .

The offers shall be posted into the system before the date and time specified in the tender.

The offer shall be sent on single part / two part / three part basis as specified in the main tender document.

Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s mJunction Services Limited who are our solution provider.

b) Hardware and Software requirements for participating in e-tender

Requirement for participating in e-Procurement is as under:

- i) A Computer with internet connectivity (Internet Explorer Version 7 and above).
- ii) Digital Signature Certificate (Class 3- SHA2-2048 BIT- with both Signing and Encryption component separately).
- iii) JAVA (Version 1.8 Update 45).

c) Instructions for Registered Suppliers

For all types of tenders (Single / Limited / Open) an automated email alert regarding issue of the Tender will be sent by the e-procurement portal to all Suppliers registered with BHEL, Ranipet for the item/s for which the tender is issued.

In case of open tenders, Registered suppliers with registered DSC will have to login with their user id/password & DSC and search for the Open Tender. On clicking the "Interest" button, they will get attached to that particular Open Tender.

Registered suppliers without DSC will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the "New Supplier" button.

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Tender Notifications → Sample Checklist.

A.4) Instructions for new suppliers wishing to bid against open tenders

New, unregistered suppliers wanting to bid against open tender/s will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the “New Supplier” button.

After entering the Income Tax Permanent Account Number (PAN) details and pressing “Enter”, they have to click the “Interested” button against the respective BHEL Unit for which they want to participate in the Open Tender and also fill up other relevant Company information as a one-time activity.

Then, a box for filling in a “preferred login id” will appear at the top of the page. After giving the “preferred login id” and then clicking the “Next” button, Supplier would have to map their DSC (which will be activated by M/s mJunction Services Limited), if available. Or else, by pressing “skip” button and selecting relevant procurement category from the list available in the next page and “agreeing” to the BHEL’s terms & conditions, user id and password will be generated/activated once in 2 hours and mailed to their registered email id. Using this user id and password, Supplier has to login and map the Digital Signature Certificate they have purchased to their code. The DSC will then be activated by M/s mJunction Services Limited.

As required by the tender, the necessary documents have to be filled-in online, in the provided template. Additional documents required are to be scanned and uploaded as .pdf file. Suppliers are advised to take note that the maximum space that is provided for uploading the documents that are to be attached is 300

MB. However the size of an individual document cannot exceed 10 MB. For any clarification on submission of offer on line, attention of the Supplier/s is invited to our document “Supplier Manual” hosted in the home-page of the e-procurement portal. During normal business hours, **helpline maintained by the service provider mJunction is available for clarifying any doubts of supplier/s. The helpline numbers are 09840704941 or 09500199108.**

Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL’s Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- f) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- g) Where asked for, **Client list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- h) Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

(iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

Offer/s from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33024364741, CST No. 1141686/01.07.2014, BHEL ECC No. AAACB4146PXM008.

(iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.

(vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

(vii) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.

(viii) **Offers sent by FAX / E-mail:** would not be entertained.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Caution:

The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.

Note

(i) The price break-up should be in line with technical specification / scope of the tender.

(ii) Unless otherwise specified as a part of the tender condition, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.

(iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.

(iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(v) The quotation should be valid at least for a period of 120 days from the tender opening date.

(vi) Indian bidders should submit the prices in Indian Rupees only.

B] Opening of Offers

a) **Tenders can be submitted up to 1400 Hours on tender opening due date through EPS mode only. Part I will be opened on the same day at 1430 Hours. Results of the tender opening will be available for viewing for upto 7 days from the date of opening.**

b) Price Bid opening will be done through e-mode / Reverse Auction method (English method) which will be decided after techno-commercial bid evaluation is completed. All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as per tender condition.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole.

C] Evaluation of Offers

a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.

b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.

f) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, SIB VALLEYrd Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

g) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.

h) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.

i) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.

j) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.

PRE-BID CLARIFICATIONS:

1. Clarifications required if any may be obtained from BHEL well in advance through e-Procurement system so that there shall not be any delay in submission of the bids.
2. All clarifications furnished by BHEL will be made available in the e-Procurement system. The bidder is required to update themselves about the latest developments through e-Procurement system.
3. Asking for clarification along with the bid may result in rejection of the bid as the same is considered as an attempt made by the bidder to sabotage the tender.
4. **Pre-bid meeting date is on 29.06.2017, 10:30Hrs. If any interested bidder can attend the pre-bid meeting regarding clarifications.**

DIS-QUALIFICATION OF BIDDERS

The bids / bidder which do not meet the following criteria will be rejected:

1. Who do not meet **any / all** the Pre-Qualification Requirement
2. EMD as per tender is not submitted,
3. Who does not comply with the terms & conditions of this tender
3. Who does not accept for participation in Reverse Auction.
4. Who accept for Reverse Auction but does not submit on line sealed bid in Reverse Auction within the scheduled time.
5. Who is not meeting the techno-commercial specification of this tender.
6. Who does not submit the documents required to be submitted as per tender.
7. Who form cartel so as to restrict competition
8. Who attempt to tamper / sabotage the tender
9. Who prevent other bidders from participating in this tender actively.
10. The bidder whose business dealings with BHEL was / is suspended by BHEL.



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the

signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

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

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UNPRICE BID								
S.N	Description Brand	Unit	Qty	Tax in %		% weightage of each item materials w.r.to total amount (excluding taxes)	% weightage of each item installation w.r.to total amount (excluding taxes)	% Allocation of each item (material + installation w.r.to total amount (excluding taxes)
				Matl	Instl			
1.	Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch	Nos.	1600			15.901912%	4.240510%	20.1424215%
2.	Supply and laying of CAT-6A or Higher UTP cable	Mtrs	15000			9.938695%	3.478543%	13.4172380%
3.	Supply and laying PVC channel or PVC pipe and flexible hose	Mtrs.	7000			9.276115%	10.435630%	19.7117447%
	SubTotal A							
	Cable Dressing							
1	Supply and Installation of Jack Panels with 24 Port	Nos.	10			1.366571%	0.149080%	1.5156510%
2	Supply and Installation of Jack Panels with 48 Port	Nos.	35			6.632422%	0.521781%	7.1542038%
3	Crimping of existing UTP Cable and termination in Jack Panel/Switch with proper ferruling, tagging, numbering etc.	Nos.	2400			0.000000%	4.770574%	4.7705735%
4	Supply and Installation of Patch Cords 1 M	Nos.	500			2.103690%	0.331290%	2.4349802%
5	Supply and Installation of Patch Cords 2 M	Nos.	1000			5.648492%	0.099387%	5.7478785%
6	Supply and Installation of 12 U Rack	Nos.	2			0.276958%	0.003313%	0.2802712%
7	Supply and Installation of 15 U Rack	Nos.	10			1.530559%	0.248467%	1.7790264%
	SubTotal B							
	OFC Splicing							
1	No. of OFC Splicing	Nos.	50			0.000000%	0.414112%	0.4141123%
2	Supply and splicing of OM3 Multi Mode Pigtails	Nos.	40			0.466456%	0.397548%	0.8640039%
3	Supply and splicing of OS1/OS2 Single Mode Pigtails	Nos.	30			0.251449%	0.298161%	0.5496098%
4	No. of Enclosure Kit for Underground	Nos.	5			0.118436%	0.016564%	0.1350006%
	SubTotal C							

Removal of OLD Cable								
1	Charges for removal of old CAT cables	Mtrs	15000			0.000000%	1.987739%	1.9877390%
2	Charges for removal of old PVC channels	Mtrs	3000			0.000000%	0.795096%	0.7950956%
3	Charges for removing old IO outlets	Nos.	800			0.000000%	0.212025%	0.2120255%
4	Charges for refixing PVC Conduit or Casing Cap with all accessories	Mtrs	2000			0.000000%	0.861354%	0.8613536%
SubTotal D								
Changes for Chipping of Wall and Floor								
1	Chipping of Wall and their closing with Standard Procedure	Mtrs	1200			0.000000%	9.938695%	9.9386948%
2	Chipping of Floor and their closing with standard procedure	Mtrs	800			0.000000%	7.288376%	7.2883762%
SubTotal E								
Total weightage						53.511755%	46.488245%	100.00%

Note: Bidder has to clearly specify the Tax in % in the format given and submit this filled page also while submitting for the Technical Bid. In Un-Priced Bid ,Please do not fill any prices

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PRICE BID

S.No	Description Brand	Unit	Qty	% weightage of each item materials w.rto total amount (excluding taxes)	% weightage of each item installation w.rto total amount (excluding taxes)	% Allocation of each item (material + installation w.r.to total amount (excluding taxes)
1.	Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch	Nos.	1600	15.901912%	4.240510%	20.1424215%
2.	Supply and laying of CAT-6A or Higher UTP cable	Mtrs	15000	9.938695%	3.478543%	13.4172380%
3.	Supply and laying PVC channel or PVC pipe and flexible hose	Mtrs.	7000	9.276115%	10.435630%	19.7117447%
	SubTotal A					
	Cable Dressing					
1	Supply and Installation of Jack Panels with 24 Port	Nos.	10	1.366571%	0.149080%	1.5156510%
2	Supply and Installation of Jack Panels with 48 Port	Nos.	35	6.632422%	0.521781%	7.1542038%
3	Crimping of existing UTP Cable and termination in Jack Panel/ Switch with proper ferruling, tagging, numbering etc.	Nos.	2400	0.000000%	4.770574%	4.7705735%
4	Supply and Installation of Patch Cords 1 M	Nos.	500	2.103690%	0.331290%	2.4349802%
5	Supply and Installation of Patch Cords 2 M	Nos.	1000	5.648492%	0.099387%	5.7478785%
6	Supply and Installation of 12 U Rack	Nos.	2	0.276958%	0.003313%	0.2802712%
7	Supply and Installation of 15 U Rack	Nos.	10	1.530559%	0.248467%	1.7790264%
	SubTotal B					
	OFC Splicing					
1	No. of OFC Splicing	Nos.	50	0.000000%	0.414112%	0.4141123%
2	Supply and splicing of OM3 Multi Mode Pigtails	Nos.	40	0.466456%	0.397548%	0.8640039%
3	Supply and splicing of OS1/OS2 Single Mode Pigtails	Nos.	30	0.251449%	0.298161%	0.5496098%
4	No. of Enclosure Kit for Underground	Nos.	5	0.118436%	0.016564%	0.1350006%
	SubTotal C					

Removal of OLD Cable						
1	Charges for removal of old CAT cables	Mtrs	15000	0.000000%	1.987739%	1.9877390%
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4	Charges for refixing PVC Conduit or Casing Cap with all accessories	Mtrs	2000	0.000000%	0.861354%	0.8613536%
SubTotal D						
Changes for Chipping of Wall and Floor						
1	Chipping of Wall and their closing with Standard Procedure	Mtrs	1200	0.000000%	9.938695%	9.9386948%
2	Chipping of Floor and their closing with standard procedure	Mtrs	800	0.000000%	7.288376%	7.2883762%
SubTotal E						
Total weightage				53.511755%	46.488245%	100.00%
LUMPSUM AMOUNT FOR TWO YEARS (Excluding Service tax) "ONLY" TO BE QUOTED BY THE BIDDER -----> Rs.						
<p>Note: 1. Individual item rates for the above schedules will be arrived based on the lumpsum amount quoted by the bidder & % percentage weightage indicated against each schedule. This amount shall be rounded off to the nearest Rupee.</p> <p>2. Applicable/Quoted VAT & Service tax amount will be extra & same will be taken into account while evaluating total cost to BHEL , for arriving at L1 bidder .</p> <p>3. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void .</p> <p>4. Quantities are indicative figures only. Payments will be made based on actuals.</p>						

(Lump sum Amount excluding service tax for Two years in Words _____

_____ only)

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