



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:17:010

Tender Notice

Dt. 17.06.2017

Sir,

Sub : Open Tender inviting Technical & Price Bid for **“Revamping of Diffusers & Filter media of STP at PPPU, BHEL - Thirumayam”**

Interested Bidders shall submit their offer for the following scope of work as per the terms and conditions given in this Tender Notice.

Scope of work	“Revamping of Diffusers & Filter media of Sewage Treatment Plant at PPPU BHEL Thirumayam”
Duration of Contract	45 Days
Commencement of Work	<i>Within 15 Days from the date of Letter of Intent.</i>
Due Date / Time for submission of tender	14.00 hrs. on 10.07.2017
Date / Time for opening of Technical Bid	14.30 hrs. on 10.07.2017
Date/Time of Price Bid Opening	<i>The Bidders who are technically qualified will be called for Price Bid Opening / Reverse Action. The Date / Time for the same will be intimated to the all qualified bidders separately.</i>

EMD

₹ 3,000/- (Rupees Three Thousand Only)

Note: Exempt from the payment of EMD along with Tender is allowed for the bidders who

- are Joint Venture companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions
- Have produced valid NSIC or MSME Certificate (**Attested Copy**). Refer MSME

(Bidders should suitably apply for availing exemption from payment of EMD by submitting any of the above listed documents along with a request letter.)

MSME VENDORS:

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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SPECIAL INSTRUCTIONS

This Tender is subject to General terms & conditions, which is enclosed.

- *The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.*
- *RATE shall be furnished in the enclosed "PRICE BID", duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".*
- *EMD should be submitted in a separate cover duly superscripting as "EMD".*

Totally there will be 3 Separate covers.

Cover Title	Pages of Tender document	Other required documents
Technical Bid	1 to 20	Copy of Pre-qualification criteria supporting documents for SI no 01 to 06 listed in page 3 of tender document - All stapled together or Spiral bound
Price Bid	22	Nil
EMD	NA	Covering letter, Demand draft/r copy of e-Receipt for State Bank Collect Payment / EMD Exemption proof.

- *All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.*
- *Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.*
- *At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.*
- *Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.*
- *BELATED and incomplete bids will become liable for rejection.*

Thanking you,
For Bharat Heavy Electricals Ltd.

N. Rajagopal
SM/ Contracts,
Power Plant Piping Unit
BHEL -Thirumayam - 622507
Contact No. 04333-279554
nraja@bheltry.co.in

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TENDER TERMS AND CONDITIONS

I. PRE - QUALIFICATION CRITERIA:

1. **Earnest Money Deposit (EMD)**
2. The contractor should have an Income Tax PAN Number as follows
 - Proprietorship - PAN card shall be on Proprietor's name
 - Public / Private Limited Company - PAN card on Company's name
 - Partnership Firm - PAN card on Firm's name.
3. The Bidder should have valid Service Tax registration number (If applicable) otherwise has to submit the Self-Declaration of "Non Applicability of Service Tax" (Format enclosed with this tender document) on their Company's Letter Head.
4. The Agency could be a Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society in this line of service / business - documentary proof / Xerox copy to be enclosed.
5. The contractor should have erected and commissioned at least ONE Sewage or Effluent Treatment Plant in the last 3 years ending 30.05.2017. Work Completion Certificate from client / PO Copy should be attached.
6. On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations for their workmen deputed for this work.

NOTES:

Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.

All supporting documents are to be signed & stamped in each page by the authorized representative of the bidder, for further evaluation.

II. SCOPE OF WORK (A)

The scope of work(A) is the supply of the following materials.

a) Media for Pressure sand filter as follows

- Sylux Sand - 640kg
- Coarse Sand - 160kg
- Pebbles(1/4 inch) - 120kg
- Pebbles(1/2 inch) - 120kg
- Pebbles(3/4 inch) - 120kg

b) Media for Activated Carbon Filter as follows

- Activated Carbon - 550kg
- Coarse Sand - 160kg
- Pebbles(1/4 inch) - 120kg
- Pebbles(1/2 inch) - 120kg
- Pebbles(3/4 inch) - 120kg

c) For Aeration tank - Tube diffusers

- Tube Diffusers(2 inch dia, 1 meter long) - 24 nos
- Rate includes all transportation, packing and forwarding, loading and unloading, taxes if any (excluding service tax), proper supervision etc.

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SCOPE OF WORK(B)

The scope includes the complete removal of the existing filter media from the pressure vessels and replacing with the above supplied material(a,b,c) and sealing it water tight.

The scope also includes the removal of media for MBBR carefully without damaging and stacking before replacing the diffusers from the aeration tanks. There are 3 aeration tanks requiring replacement of diffusers. After replacing the diffusers, the media has to be refixed inside each of the aeration tanks. The replacement should be done one aeration tank at a time so that treatment process is not affected.

Rate includes all labour, tools, plants, machinery, transportation, packing and forwarding, taxes if any (excluding service tax), proper supervision etc. for completing this work.

BHEL SCOPE

Free water and electricity would be provided based on request. Plumbing complaints if any will be attended by BHEL

III. COMMERCIAL TERMS & CONDITIONS

01.RATE:

- a. *Rate should be quoted in Rupees as numerals and in words in the attached **price bid format**.*
- b. *The rates quoted for scope of work(A), should be inclusive of **ALL TAXES and duties**. The rate shall be **ALL INCLUSIVE RATE** such as transportation, packing, loading / unloading..etc.*
- c. *The rates quoted for scope of work(B), should be exclusive of Service Tax, SBC and KKC / GST and inclusive of all other taxes and duties levied or to be levied by Govt.*
- d. *The rates quoted in the tender shall remain **valid** throughout the contract period.*
- e. *Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.*
- f. *Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.*
- g. *Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.*
- h. *In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.*
- i. *Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.*
- j. *BHEL reserves the right to cancel the tender at any stage.*
- k. *All payments from BHEL in view of the execution of the contract are liable for IT (TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.*

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1. *Service Tax and all other taxes shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form/Self-declaration for non-applicability of Service Tax have to be provided as applicable.*

02. CONTRACT PERIOD:

The work should be completed within 45 days from the date of LOI.

03. PAYMENT TERMS AND CONDITIONS:

100% payment will be made on successful completion of the tendered work.

The following documents shall also be enclosed along with the bill.

- 1. Gate pass entry for the supplied items as per Scope of work (A).*
- 2. Certificate by BHEL/ Engineer-Incharge for the usage of supplied materials as per scope of work.*
- 3. Work completion certified by BHEL/ Engineer-Incharge.*

Invoice for the supply of materials and service to be submitted separately after completion of total work.

04. PENALTY CLAUSE

Materials should be supplied within 15 days from the date of LOI. Since STP is under statutory monitoring of M/s TNPCB, the contractor should complete the replacement of media from the pressure sand and activated carbon filters within 7 days from the date of dismantling of filters.

The replacement of diffusers from the 3 aeration tanks shall be completed within 21 days from the date of dismantling.

The total work shall be completed within 45 days from the date of LOI.

If the contractor fails to adhere to the above conditions, a penalty of Rs.200/- for each day of delay in any of the activity put together will be levied as penalty and the same shall be deducted from EMD/ SD/ Bills of the contractor .

IV. CONDITIONS RELATED TO THE WELFARE OF LABOUR

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply on award of contract.*
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.e. each employee.*
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labor has to be submitted for bill processing.*
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.*
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.*
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.*

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- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

The minimum wages applicable for the year is given below for reference:

Sl. No	Category	Minimum Wages per day (Rs)			Minimum Wages per month (Rs)		
		Basic	DA	Total	Basic	DA	Total
1	Un Skilled Worker	123.00	209.00	332.00	3,690.00	5417.00	9107.00
2	Semi-Skilled Worker	133.00	209.00	342.00	3,990.00	5417.00	9407.00
4	Skilled Worker	139.00	209.00	348.00	4,170.00	5417.00	9587.00
5	Supervisor	-	-	-	3,956.00	5417.00	9373.00

(The above table is for illustrative purpose only. Latest circular shall be followed.)

Apart from the above, an additional monthly payment of 3200/- for Unskilled, 3700/- for Semi-Skilled worker and 4100/- each for skilled worker as applicable from time to time is to be ensured.

- 9) If the contractor employs more than twenty employees, he has to obtain license to this effect from the Factory Inspectorate and renew the same periodically.
- 10) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
- 11) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
- 12) Canteen facility will be provided to these contract workers at subsidized rates as per the provisions of The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
- 13) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
- 14) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.
 1. The Workmen Compensation Act 1923,
 2. The Payment of Wages Act 1936 and the related Tamil Nadu Rules,
 3. The Industrial Disputes Act 1947,
 4. The Factories Act 1948 and the related Tamil Nadu Rules,
 5. The Minimum Wages Act 1948 and the related Tamil Nadu Rules ,
 6. Employee's Provident Funds & Miscellaneous Provisions Act 1952,
 7. The Payment of Bonus Act 1965.
 8. The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules,
 9. The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.

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Checklist for Documents to be submitted to HR/Welfare Section*

S.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract labour (R&A) Act	On commencement and Completion of the Contract	Twice (Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 5th of every month	Monthly	1. Should show PF deduction for each employee 2. to be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	
9	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
10	Canteen Usage Request format	To be submitted immediately on award of contract	One time / as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to

* The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.

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V. GENERAL TERMS & CONDITIONS

01. DEFINITION: -

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

- a) *The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.*
- b) *The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.*
- c) *The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.*
- d) *"The Officer-In charge" means, the Officer deputed by the, DGM/M & S to supervise the work or part of the work.*
- e) *"Approved" and "Directed" means, the approval or direction of Dy. General Manager/Administration, or person deputed by him for the particular purposes.*
- f) *BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Sr. Manager / CONTRACTS / PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.*
- g) *The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.*
- h) *A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.*
- i) *A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.*
- j) *A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.*

02. HEADING TO THE CONTRACT CONDITIONS: - *The heading to these conditions shall not affect the interpretations thereof.*

03. 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.*

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

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05. 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.*

06. SUB-CONTRACT: - *The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.*

07. COMPLIANCE TO REGULATIONS AND BY- LAWS: - *The Contractor shall conform 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.*

08. SECURITY DEPOSIT:

Amount of 5% of the contract value shall be deposited before start of the Work as Security Deposit. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

The Security Deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under the Income Tax Act) – at present not applicable to BHEL/Thirumayam.*
- ii. Pay Order, Demand Draft in favour of BHEL.*
- iii. Local cheques of scheduled banks, subject to realization.*
- iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).*
- v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.*
- vi. In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.*
- vii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period & maintenance period if any.*
- viii. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.*

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement.

No interest shall be allowed on Security Deposits. 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.

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

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securities or from the interest arising there from 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.

09. REFUND OF SECURITY DEPOSIT ON TERMINATION: - The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months in case of termination of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

10. 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.

11. CONTRACTOR'S SUPERVISION: - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent supervisor acceptable to BHEL, to act in his stead. BHEL shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. 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.

13. 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.

14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL administration, 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.

15. LAWS GOVERNING THE CONTRACT: -

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

(i) Should a Bidder or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should 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.

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16. 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.

(a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(b) 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

(c) Obtain a contract with BHEL as a result of cartel formation of tendering or by non-malafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. 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 AGM/Services 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/Services, or the same shall be recovered from the Contractor by other means.

(e) In case the 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/Services, whose decision shall be final and conclusive.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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18. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'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 Head /Administration or his authorised 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 Head/Administration., 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/Services 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 BHEL whose decision shall be final and conclusive.*

19. 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.

- 20. 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/Services, 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.*

- 21. 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.*

- 22. 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.*

- 23. 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*

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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 BHEL - PPPU subject to prompt notification by the contractor.

24. ARBITRATION: - *All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the Head/Administration, 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 Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.*

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

25. 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 authorized 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 authorized 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 authorized to do so, shall accompany the contract.*

26. STATUTORY REQUIREMENTS:

(a) 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 (Regulation and Abolition) 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.

(b) 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.

(c) 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.

(d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

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

27. REGISTERS & RECORDS: - *The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.*

28. REMOTE TRANSACTIONS:- *The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.*

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29. CHANGE IN CONSTITUTION OF FIRM: - *Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL reserves its rights for suspending or terminating the contract.*

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

31. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950

- *Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.*
- *Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.*
- *Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.*
- *Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.*

The following safety measures should be strictly adhered to during execution of works at sites.

1. *Providing the working platform with toe board and handrail for continuous working at heights.*
2. *Providing safety belt and life line at all times for men working at heights.*
3. *Providing dust or fume respirator in places where dust and fume concentration exists.*
4. *Providing goggles and welding screens.*
5. *Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.*
6. *Providing rubber gloves for working on electrical works.*
7. *Ensuring proper lashing of the components while being transported in vehicles.*
8. *The vehicles must have side supports or have body to support the materials conveyed.*
9. *The materials should not be allowed to extend or overflow the sides of the vehicles.*
10. *Materials should not be allowed to overhang from the rear edge of the body of the vehicle.*
11. *Driver of the vehicle must possess license.*
12. *Vehicle must not be overloaded prescribed limits.*
13. *Red flags and lights for parts projecting from the body of vehicle must be provided.*
14. *The speed restrictions within the factory premises must be strictly adhered to.*

Place
Date

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15. *The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.*
16. *Cylinders should not be used without regulators.*
17. *All excavations must be barricaded and red lamps must be provided.*
18. *All electrical connections must be properly earthed.*
19. *No work should be taken up for execution inside shop floor, without obtaining necessary work permit.*
20. *Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.*
21. *The contractor should maintain a register regarding the driver license particulars.*
22. *All personal protective equipment conform with standard specification as per the details given in the code of conduct.*
23. *Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.*

32. NOTICE OF ACCIDENTS:

- 1) *Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.*
- 2) *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 Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)*

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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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):

₹ _____ 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):

₹ _____ Lacs

(Strike off whichever is not applicable)

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

Or

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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CERTIFICATE OF COMPLIANCE

To

Senior Manager / Contracts
Power Plant Piping Unit,
BHEL - Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Pre-Qualification criteria,
2. Scope of work (A) and (B),
3. Commercial Terms & Conditions,
4. Conditions Related to The Welfare of Labors
5. General Terms and Conditions.
6. Technical Bid
7. PRICE BID Format
 - a. RTGS/NEFT Format

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

Draft of..... Bank bearing No.....dated.....for an amount of Rs. 9,700/- (Rupees Nine Thousand Seven hundred only) is submitted in a separate cover towards EMD.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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TECHNICAL BID

ELIGIBILITY CRITERIA DETAILS:

ANNEXURE - 1

S NO	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE
01	EMD PAYMENT	DD No. _____ Date _____ Drawn from _____ _____ (Bank) for Rs. _____ / (Rupees _____ _____ only)
02	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No. _____ PROOF ATTACHED / PROOF NOT ATTACHED
03	Service Tax Regn. No. copy of Service Tax Regn certificate is to be attached. If not applicable, furnish the details in the attached format, scan and attach.	Regn. No. – _____ PROOF ATTACHED / PROOF NOT ATTACHED
04	Company Status (Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company status: Proof attached / proof not attached
05	The contractor should have erected and commissioned at least ONE Sewage or Effluent Treatment Plant in the last 3 years ending 30.05.2017. Completion Certificate from client/ PO Copy should be attached.	Proof attached / proof not attached
06	On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations for their workmen deputed for this work	Accepted / Not accepted

Incomplete and not meeting the above eligibility criteria offers will not be considered for evaluation.

All supporting documents are to be signed & stamped in each page by the bidder, for further evaluation.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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For Vendors whose taxable services have not exceeded Rs. 9 Lakhs & Service Tax is not applicable to them.

(FORMAT IS TO BE TYPED ON COMPANY'S LETTER HEAD ONLY)

To,
Senior Manager
Contracts / PPPU
BHEL, Thirumayam

Date – ___/___/2017

REF: Tender No. **PPPU:WC:17:010** Dt. 17.06.2017 for "Revamping of STP at PPPU, BHEL Thirumayam"

DECLARATION

I, _____, Proprietor/Managing Partner/Managing Director/CMD of M/s _____ whose registered address is _____,

hereby declare that the aggregate value of the taxable services provided during the financial year 2017-18 has not exceeded Rs. 9 Lakhs. Therefore, I/We have not registered with Superintendent of Central Excise as per Section 66B of finance act 1994 read with Notification No 26/2005-ST dated 07.06.2005.

I/We also certify that our aggregate value of taxable services provided from 01.04.2017 till date has not exceeded the above threshold limit.

I/We also certify that in future during the running period of the contract if the aggregate value of the taxable services exceeds the threshold limit as per the above mentioned notification, we will register and submit the copy of certificate of registration-ST-2.

Authorized Signatory with address

** Person providing taxable services in excess of rupees Nine Lakhs per annum (but less than Rupees Ten Lakhs) will have to register with Superintendent of Central Excise under Service Tax Provisions [Notification No. 26/2005-ST, dated 7-6-2005], though they will be eligible for exemption if turnover is less than Rupees Ten Lakhs per annum*

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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GENERAL DETAILS:

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	

Declaration:

- (i) I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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RTGS/NEFT FORM

To
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
Details of Bank Account:		
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE

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

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE:
DATE:

(Manager / Officer's)
Signature Under Bank stamp and Name Seal
with Membership No :
(Telephone / Mobile No)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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PRICE BID FORMAT

ANNEXURE - 2

ITEM S.NO	DESCRIPTION	UNIT	QUANTITY	LUMP SUM TOTAL RATE (₹)
1	Supply of material as detailed in scope of work(A)	Lumpsum	1	₹ _____/- Rupees _____ _____ only
2	Revamping work of STP as detailed in scope of work(B)	Lumpsum	1	₹ _____/- Rupees _____ _____ only

NOTES

For item SI No : 01, The rate shall be "INCLUSIVE OF ALL TAXES".

For item SI No : 02, The rate shall be exclusive of Service tax, SBC and KKC / GST. The rate shall be inclusive of all other taxes and duties levied/to be levied by Govt.

L1 will be decided based on the MINIMUM OVERALL TOTAL VALUE ON SINGLE VENDOR BASIS.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)
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