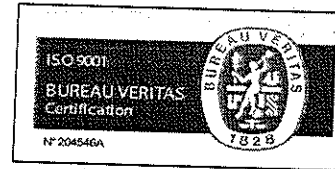




Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Human Resource Development Institute
PURCHASE DEPARTMENT



By Courier Service/e-mail

TENDER ENQUIRY

Please Quote TENDER ENQUIRY No in all

Tender Enquiry Ref. No: MG/RG/PUR/009

Date: 12-01-2016

Tender Submission Date Latest by: 02-02-2016 (01:00PM)

Tender Opening Date: 02-02-2016 (03:00PM)

M/s

Sub: Providing Cable TV Connectivity Work for 02 years at BHEL/HRDI, Noida

Dear Sir/Madam,

Your most competitive rates are invited for Providing Cable TV Connectivity Services for a period of 2 years at BHEL/HRDI, Noida. Total 40 nos connections shall have to be provided as per Scope of Work/BOQ details enclosed at Annexures I-VII to this enquiry letter read in conjunction with the following which constitutes the tender documents in totality, duly sealed, so as to reach this office at HRDI Bldg at Noida on or before **02/02/2016 (01.00 PM)** in the manner explained below.

You are advised to visit our office at the address indicated below for inspection of the premises, layout etc, and your assessment prior to submission of your offer.

Procedure for submission of sealed tender:

The bidder must submit their Tender as required in separate covers prominently superscribed as:

Part-I, Cover-I EMD (Offer received without EMD will not be considered.)

Part-I, Cover-II: Techno Commercial Bid and

Part-II, Cover III: Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

Part-I/ Cover-I: Earnest Money Deposit (EMD):

Only EMD of Rs. 10,000.00 (Rupees Ten Thousand only) in form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be submitted in Part-I/ cover-I.

Part-I/ Cover-II: Techno Commercial Bid:

All required documents as mentioned in Annexure – II and No Deviation Certificate as per Annexure –VI along with **copy of tender document duly signed and stamped on each page** as token of your acceptance to the tender conditions **must be submitted in Part-II/ cover-II.**

Part-II/ Cover-III: Price-Bid:

Only price bid in the prescribed Price-Format as per Annexure-I is to be submitted in Part-II/ Cover-III.

Telephone: 0120-2416354 Fax: 0120-2515431, E-mail guptark@bhel.in, Home Pg. www.bhel.com

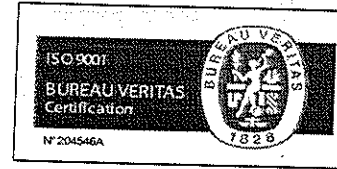
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)

Regd. Office: BHEL House, Sirifort, New Delhi-110049

Handwritten signature and date: 12-01-16



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Human Resource Development Institute
PURCHASE DEPARTMENT



These three separate covers (Cover I, II & III) shall together be enclosed in a separately sealed fourth envelope and this sealed cover shall also be superscribed with Tender Name, Tender No., and Due Date & Time and submitted to this office at the following address.

Sr. Engineer (ADMIN-PUR)
Bharat Heavy Electricals Limited (BHEL)
Human Resource Development Institute (HRDI)
HRD & ESI Building, Plot No.-25, Sector-16A,
NOIDA (UP) – 201301

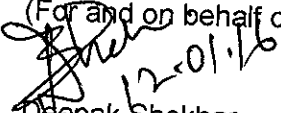
Your offer should reach this office latest by 1300 hrs on 02/02/2016. Part-I /cover-I of Tender (EMD) will be opened first at 1500 hrs on 02/02/2016 in presence of the representatives of the tenderers who choose to be present. Part-I/cover-II (Techno Commercial Bid), of only those bidders who's EMD has been received and found in order as per terms & conditions of this enquiry, will be opened thereafter on the same date 02/02/2016 itself. Part-III/ Cover-III of Tender (Price-Bid) of only those bidders whose EMD and Techno-Commercial bids are found in order, may be opened later, for which intimation will be sent separately.

The offers of the bidders who are on the banned list, as also the offer of the bidders who are engaged in the services of the banned firms shall be rejected. The list of banned firms available on BHEL website www.bhel.com.

BHEL reserves the right to accept or reject any tender without assigning any reasons thereof.

Thanking You

Yours faithfully,
(For and on behalf of BHEL)


Deepak Shekhar
Sr. Engineer (Admin-Pur)

Encls:

1. Scope of Works/BOQ/Price Format: **Annexure-I**
2. Pre-Qualifying Criteria: **Annexure-II**
3. Special Conditions of Contract: **Annexure-III**
4. General Instruction to Tenderers: **Annexure-IV**
5. General Terms & Conditions: **Annexure-V**
6. No Deviation Certificate: **Annexure-VI**
7. Channel List: **Annexure-VII**

Price Format for Providing Cable TV Connectivity

| Sl. No | Descriptions | Cable Connections (in nos.) | Monthly Charges per connection (INR) | Monthly Charges for 40 connections (INR) | Amount for 2 years (INR) |
|--------|--|-----------------------------|--------------------------------------|--|--------------------------|
| 1. | Providing Round the Clock Cable TV Connectivity Services for the enclosed Channel List Annexure-VII including cost of cable (if required), set top box, set top box stand (8mm glass on brass clip), cable laying & fixing etc. complete in all respect in order to make all 40 connections ready to use including maintenance of the cable network along with set top box and remote control as & when required during the contract period of two years at BHEL/HRDI, Noida | 40 | | | |
| 2. | Service Tax (in %age), if applicable as per IT acts | | (in%age) | | |
| 3. | Total amount for 2 years, all inclusive | | | | |

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:


Date:

[Handwritten Signature]
12.01.16

PRE - QUALIFYING CRITERIA

1. Average Annual financial turnover during the last 3 years, ending 31st March 2015 should be at least Rs.0.75 Lacs.
2. Experience of having successfully completed Contract of Cable TV Connectivity during last 7 years, ending 31st Dec 2015 should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to Rs.1.0 Lacs.
 - Or
 - b. Two similar completed works costing not less than the amount equal to Rs.1.25 Lacs.
 - Or
 - c. One similar completed work costing not less than the amount equal to Rs.2.0 Lacs.
3. The rates quoted by the vendor shall be firm. No price variation and escalation due to increase in labour/material cost will be allowed during the contract period & Evaluation of bid will be on total cost to 'BHEL'.
4. Bidder should furnish copy of following:
 - a. PAN Card
 - b. No Deviation Certificate

BHEL reserves the right to ask the bidder/contractor to provide any or all of the original documents referred above at any time during bid evaluation and/or during the contract which bidder/ contractor has to comply. Failure to do so or furnishing of incorrect information will invite action as specified in the tender documents.

 12.01.16

SPECIAL CONDITIONS OF THE CONTRACT:


1. All 40 connections are to be provided in HRDI, BHEL, Plot No.-25, Sector 16-A, Noida.
2. Bidder is required to provide **"Minimum 250 channels as per Annexure -VII and no extra payment will be payable for providing any additional channels.**
3. Bidder to submit **"No Deviation" certificate in Annexure – VI.**
4. If necessary Bidders may inspect the premises to assess the quantum of materials required for the entire scope of work /services and quote accordingly. In case of submission of the quotation, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
5. Installation of all the equipment, internal cabling in the building and external cable TV connectivity cabling from service provider to HRDI Complex is in the bidder's scope. In case any equipment /cable is found defective during the contract period, the same shall be replaced immediately at no extra cost to ensure un-interrupted services during the contract period.
6. The bidder will make sure that there are no loose cables hanging in the premises which may affect the aesthetics of the premises. If any dead cable is hanging, it should immediately be removed.
7. All the equipment/tools etc. brought by the bidder during execution of the contract shall be entered in the main gate Security Cell "returnable register " for taking back the same after installation works /expiry of the contract.
8. In case of failure to provide cable TV connectivity, the same should be intimated immediately to BHEL representative. The duration for rectification will be mutually agreed upon & fixed and in case it exceeds the same, penalty will be invoked @ Rs.300. 00 per day.
9. If the services of the service provider is not satisfactory, BHEL reserves the right to terminate the contract and forfeit the Security Deposit with one week notice period.
10. **Payment Terms:** On receipt of invoice, cheque payment will be made within 30 days on **monthly basis** after being duly certified by BHEL representative for satisfactory services rendered by the party.
11. **CONTRACT PERIOD:** This contract will remain valid up to two years from the date of placement of Work Order on the qualified bidder.
12. **The quoted rate shall be firm for a period of two years.**
13. BHEL looks forward to get excellent services from the bidder.


12-01/16

GENERAL INSTRUCTIONS TO TENDERERS.

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the Drawings of the Tender documents issued are incomplete 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.
6. Before tendering, the tenderers are advised to inspect the site of work the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. **EARNEST MONEY DEPOSIT (EMD):**
Every tender must be accompanied by the prescribed amount of Rs 10,000/- towards Earnest Money Deposit (EMD) either in Pay order or Demand Draft form in favour of BHEL payable at New Delhi.

8.1 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.


12-01/16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

8.2 The Earnest Money deposit of the successful tenderers shall be refunded/adjusted against Security Deposit, as the case may be.

8.3 In case of unsuccessful tenderers, the Earnest Money will be refunded to them within 15 days after finalization of the tender without interest.

8.4 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderers:-

- a. After opening of Tender, revokes/withdraws his tender within the validity period revises/alters his earlier quoted rates/conditions.
- b. Fails to communicate unqualified acceptance of Letter of Intent.
- c. Fails to start the work as may be indicated in the Letter of Intent.

9.0 SECURITY DEPOSIT:


9.1 Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

- Up to Rs. 10 Lakhs: 10%
- Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakh+7.5% of the amount exceeding Rs. 10 lakhs.

The security deposit shall be deposited by the successful tenderer before start of the work by him. The Security Deposit shall remain valid till 6 months from the date of completion of the work without carrying any interest. If the value of work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra amount of Security Deposit shall be immediately deposited by the contractor or recovered from payment due to him. BHEL reserves the right of forfeitures of Security Deposit in addition to other claims and penalties in the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should held in name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).


12/01/16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

- 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.
- vi) 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.
- vii) 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 collected before start of the work and the balance 50 % may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit.)

viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.

ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner of the collection of interest or renewal of the documents or in any other matter connected therewith).

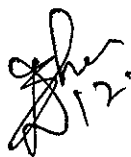
10 RETURN OF SECURITY DEPOSIT:

If the contractor fully 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 to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and 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 and completion of guarantee period of one year from the date of completion of work.

Interest shall not be paid on Security Deposit or on any moneys due to the contractor.

Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to satisfactory completion and passing of final bill.

11. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.


12-01/16

12. EVALUATION CRITERIA

Work will be awarded to overall L1 party.

13. VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a period of **three** months from the date of opening of tenders.

14. EXECUTION OF CONTRACT:

The successful tenderer's responsibility under this contract commences from the date of issue of the **Letter of Intent (LOI)** by **Bharat Heavy Electricals Limited**.

15. The tenderers shall quote rates in **figures as well as in words**. In case of difference in rates between words and figures **THE LESSER** of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

16. REJECTION OF TENDER AND OTHER CONDITIONS

- 16.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 16.2 To reject any or all of the tenders: If tenderers expire after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 16.3 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL 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.
- 16.4 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.
- 16.5 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 16.6 Should a tenderer or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.

[Handwritten signature]
12-01-16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

16.7 The successful tenderers should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

16.8 No deviations to the tender condition will normally be accepted.

17.0 REJECTION OF TENDER AND OTHER CONDITIONS:

17.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

a. To reject any or all of the tenders.

If tenderers expire after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

17.2 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL 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.

17.3 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.

17.4 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.

17.5 Should a tenderer or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.

17.6 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

17.7 No Deviations to the tender condition will normally be accepted.


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12/01/16

GENERAL TERMS & CONDITIONS

1. This tender specification as a whole furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE NOTICE INVITING TENDER (NIT).
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications etc. indicated in the tender documents before quoting should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the Drawings of the Tender documents issued are incomplete or shall require clarification on any of the technical aspects – scope of work etc., he shall at once contact the authority inviting the tender for clarifications before submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work / environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. Tenderers must fill up Deviation statement and price bid separately.
9. The tenderers shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
10. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.


11. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.


12-01/16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

- a. To get the work/services done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work/services as stipulated in the contract, poor quality of work/services, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work/services without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.
- b. To withdraw any portion of work/services and/ or to restrict/alter quantum of work/services as indicated in the contract during the progress of work/services and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments.
- c. To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work/services done through other agencies in addition to liquidated damages in the event of:
 - a. Contractor's continued poor progress.
 - b. Withdrawal from or abandonment of the work/services before expiry of rate contract.
 - c. Corrupt act of the contractor.
 - d. Insolvency of the contractor.
 - e. Persistent disregard of the instructions of BHEL.
 - f. Assignment, transfer, subletting of the contract work/services without BHEL's written permission.
 - g. Non- fulfillment of any contractual obligations.
- d. To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- e. To claim compensation for losses sustained including BHEL's supervision charges and overheads. In case of termination of contract by contractor, and to levy liquidated damages for delay in completion of work/services, penalty as per clause 2 of Annexure-VI.
- f. To determine the Contract or to restrict the quantum of work/services and pay for the portion of work/services done in case BHEL's contract with its customer is terminated for any reason.
- g. To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- h. To restrict or increase the quantity and nature of work/services to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- i. To deploy BHEL's skilled and semiskilled work/servicemen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.


12-01-16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

- j. While every Endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work/services due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- k. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

12. CONSEQUENCES OF CANCELLATION

- a. Whenever BHEL exercise its authority to terminate the contract /withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of penalty as per relevant clauses.
- b. In case BHEL completes the work under the provisions of this clause, the cost of such completion is to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and /or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

13. INSURANCE

- 13.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work. The work will be shall also insure his staff against accidents. Documentary evidence of insurance policy to the submitted to BHEL.
- 13.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 13.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

14. ARBITRATION

- i. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination thereof shall be first shall be first settled amicably between the parties. In the event the disputes, controversies or claims cannot be settled amicably, the same shall


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12-01-16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

be finally settled by Arbitration of 03 arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators (who shall act as the [residing arbitrator) in accordance with the Arbitration & Conciliation Act. 1996, India, and any statutory modifications thereof. The language to be used in the arbitral proceedings shall be English. The award of the arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi, India.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Vendor shall proceed with and continue with the performance of the work under the contract with due diligence and expedition in a professional manner.

- ii. The Contract shall be governed by the laws for the time being in force in the Republic of India. Subject to clause 14 (i) hereinabove, the Courts at Delhi, India shall have exclusive jurisdiction in respect of this contract.


12.01/16

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 12/01/2016

ANNEXURE-VI

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

**Signature of the bidder
With Company Seal**

Name:

Company's Name:

Address:

Date:

[Handwritten signature]
12.01.16

Tender Enquiry Ref. No: MG/RG/PUR/009 Date: 12-01-2016

Annexure- VII(1/7)

| | Channel Name | Channel No. |
|------------------------------|-----------------------|-------------|
| GENERAL ENTERTAINMENT | UTV Star | 1 |
| | Star Plus | 2 |
| | Zee tv | 3 |
| | Colours | 4 |
| | Sony | 5 |
| | SAB tv | 6 |
| | Sahara One | 7 |
| | Star Utsav | 8 |
| | Doordarshan | 9 |
| | Life Ok | 10 |
| | Zee Smile | 11 |
| | Channel V | 12 |
| | DD India | 13 |
| HINDI MOVIES | B4U Movies | 14 |
| | Set Max | 15 |
| | ZEE Cinema | 16 |
| | Star Gold | 17 |
| | UTV Movies | 18 |
| | Filmy | 19 |
| | Movies OK | 20 |
| | Zee Classic | 21 |
| | UTV Action | 22 |
| | ENGLISH MOVIES | CNN |
| Star Movies | | 24 |
| PIX | | 25 |
| HBO | | 26 |
| Zee Studio | | 27 |
| MGM | | 28 |
| Movies now | | 29 |
| Star World | | 30 |
| Comedy Central | | 31 |
| SPORTS | Ten Action | 32 |
| | DD Sports | 33 |
| | Neo Sports | 34 |
| | ESPN | 35 |
| | Star Cricket | 36 |
| | Star Sports | 37 |
| | Ten Sports | 38 |
| | Ten Cricket | 39 |

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12/01/16

| | Channel Name | Channel No. |
|-------------------------------|-----------------------------|-------------|
| HINDI NEWS | TV 24 | 40 |
| | ABP News | 41 |
| | NDTV India | 42 |
| | India TV | 43 |
| | Zee News | 44 |
| | IBN 7 | 45 |
| | DD News | 46 |
| | CNBC Awaaz | 47 |
| | Zee Business | 48 |
| | Aaj Tak | 49 |
| | News 24 | 50 |
| | DD Rajyasabha | 51 |
| | DD Loksabha | 52 |
| | News Express | 53 |
| | TV9 Mumbai | 54 |
| | Zee News UP | 55 |
| Zee 24 Ghante Chatt. | 56 | |
| INFOTAINMENT/LIFESTYLE | Discovery | 57 |
| | National Geographic Channel | 58 |
| | Animal Planet | 59 |
| | Fox Traveller | 60 |
| | DD Bharti | 61 |
| | Zoom | 62 |
| | Fashion Tv | 63 |
| | E24 | 64 |
| | NDTV Good Times | 65 |
| | History | 66 |
| | TLC | 67 |
| | AXN | 68 |
| | Zee café | 69 |
| | DD Gyandarshan | 70 |
| | Discovery Science | 71 |
| | Vyas | 72 |
| Nat Geo Wild | 73 | |
| Discovery Turbo | 74 | |
| Star CJ Alive | 75 | |
| DEVOTIONAL | Aastha | 76 |
| | Sanskaar | 77 |
| | Paras | 78 |

Handwritten signature and date:
12-01-16

Tender Enquiry Ref. No: MG/RG/PUR/009 Date: 12-01-2016

Annexure-VII, 3/7

| | Channel Name | Channel No. |
|-----------------------------|---------------------|-------------|
| PUNJABI | PTC PUNJABI | 79 |
| | ZEE PUNJABI | 80 |
| | ETC PUNJABI | 81 |
| | PTC NEWS | 82 |
| | MH 1 | 83 |
| | 9X Tashan | 84 |
| | DD Punjabi | 85 |
| | PTC CHAK DE | 86 |
| BHOJPURI | Mahua | 87 |
| | SANGEET BHOJPURI | 88 |
| | Dabangg | 89 |
| | Dangal | 90 |
| | Etv Bihar | 91 |
| TAMIL | Mega music | 92 |
| | Sun News | 93 |
| | Star Vijay | 94 |
| | KTV | 95 |
| | Jaya TV | 96 |
| | Isai Aruvi | 97 |
| | Raj TV | 98 |
| | Kalaignar Senthinal | 99 |
| | NGC Tamil | 100 |
| | Hungama | 101 |
| | Cartoon Network | 102 |
| | Nick | 103 |
| | Disney XD | 104 |
| | ZEE TAMIL | 105 |
| | Chutti Tv | 106 |
| SHRI SHANKARA (TAMIL FEED) | 107 | |
| Mega TV | 108 | |
| Jaya Max | 109 | |

Handwritten signature and date:
 12-01-16

Tender Enquiry Ref. No: MG/RG/PUR/009 Date: 12-01-2016

Annexure-VII, 4/7

| | Channel Name | Channel No. |
|--------------|-------------------|-------------|
| TELUGU | Gemini Comedy | 110 |
| | Etv Telegu | 111 |
| | Zee Telegu | 112 |
| | ETV2 | 113 |
| | TV9 | 114 |
| | Sakshi Tv | 115 |
| | TV5 | 116 |
| | NTV | 117 |
| | Cartoon | 118 |
| | Hungama | 119 |
| | SVBC | 120 |
| | Bhakti Tv | 121 |
| | ABN Andhra Jyoti | 122 |
| | Zee 24 Ghantalu | 123 |
| | Maa Movies | 124 |
| Gemini music | 125 | |
| KANNADA | Udaya TV | 126 |
| | ETV Kannada | 127 |
| | TV9 Kannada | 128 |
| | Suvarna | 129 |
| | Suvarna News 247 | 130 |
| | Kasturi | 131 |
| | Zee Kannada | 132 |
| | DD Chandana | 133 |
| | SHRI SHANKARA | 134 |
| | Udaya Movies | 135 |
| | Udaya Comedy | 136 |
| | Chintu TV | 137 |
| | Udaya News | 138 |
| MALAYALAM | Jeevan | 139 |
| | Asianet News | 140 |
| | KAIRALI TV | 141 |
| | AMRITA TV | 142 |
| | MANORAMA NEWS | 143 |
| | INDIAVISION NEWS | 144 |
| | SHALOM TV | 145 |
| | Asianet | 146 |
| | ASIANET PLUS | 147 |
| | DD MALAYALAM | 148 |
| | MAZHAVIL MANORAMA | 149 |
| Surya TV | 150 | |

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Tender Enquiry Ref. No: MG/RG/PUR/009 Date: 12-01-2016

Annexure-VII, 5/7

| | Channel Name | Channel No. |
|---------------------------|----------------|-------------|
| MARATHI | Mi Marathi | 151 |
| | Zee Marathi | 152 |
| | Star Pravah | 153 |
| | Zee 24 Taas | 154 |
| | Mee Marathi | 155 |
| | Saam | 156 |
| | Etv Marathi | 157 |
| | Zee Talkies | 158 |
| | ABP Majha | 159 |
| | 9X Jhakaas | 160 |
| | IBN Lokmat | 161 |
| | BENGALI | Channel10 |
| Zee Bangla | | 163 |
| Etv Bangla | | 164 |
| ABP Ananda | | 165 |
| Aakash Bangla | | 166 |
| Star Jalsa | | 167 |
| 24 Ghante | | 168 |
| Sangeet Bangla | | 169 |
| NEWS TIME | | 170 |
| Rupashi Bangla | | 171 |
| Sony Aath | | 172 |
| DD Bangla | | 173 |
| Star Utsav (Bengali Feed) | | 174 |
| CTVN | | 175 |
| GUJRATI | ETV Gujarati | 176 |
| | TV9 Gujarati | 177 |
| | DD GIRNAR | 178 |
| | VTV Gujarati | 179 |
| | DD Gujrat | 180 |
| ORIYA | ETV ORIYA | 181 |
| | OTV | 182 |
| | Tarang | 183 |
| | Tarang Music | 184 |
| | Prarthana | 185 |
| | MBC TV | 186 |
| | DD Odiya | 187 |
| URDU | Etv Urdu | 188 |
| | DD Urdu | 189 |
| | DD Kashir | 190 |

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12-01-16

Tender Enquiry Ref. No: MG/RG/PUR/009 Date: 12-01-2016

Annexure-VII (6/7)

| | Channel Name | Channel No. |
|-----------------|-----------------|-------------|
| REGIONAL OTHERS | Nepal | 191 |
| | Etv Rajasthan | 192 |
| | Rang | 193 |
| | DY 365 | 194 |
| | Etv UP | 195 |
| | Etv MP | 196 |
| | News Live | 197 |
| | NEWS TIME ASSAM | 198 |
| | NE TV | 199 |
| | Tara Muzik | 200 |
| | R Plus | 201 |
| | SEA NEWS | 202 |
| | KIDS | Boomerang |
| Cartoon Network | | 204 |
| Hungama | | 205 |
| Disney XD | | 206 |
| Disney Cannel | | 207 |
| Pogo | | 208 |
| Discovery Kids | | 209 |
| Disney junior | | 210 |
| Animax | | 211 |
| Nick | | 212 |
| MUSIC | ETC | 213 |
| | Channel V | 214 |
| | MTV | 215 |
| | VH1 | 216 |
| | ZING | 217 |
| | MASTII | 218 |
| | UTV Bindass | 219 |
| | M Tunes | 220 |
| | 9XM | 221 |
| | B4U MUSIC | 222 |
| | 9X O | 223 |
| | Utv Stars | 224 |
| | 9X Jalwa | 225 |
| Sony Mix | 226 | |

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12-01-16

Tender Enquiry Ref. No: MG/RG/PUR/009 Date: 12-01-2016

Annexure- VII (7/7)

| | Channel Name | Channel No. |
|---------------|-------------------|-------------|
| ENGLISH NEWS | Times Now | 227 |
| | NDTV 24X7 | 228 |
| | CNN IBN | 229 |
| | Headlines Today | 230 |
| | CNN | 231 |
| | CNBC TV 18 | 232 |
| | NDTV Profit | 233 |
| | ET NOW | 234 |
| | BBC World | 235 |
| DISCOVERY | NGC Wild | 236 |
| | DISCOVERY SCIENCE | 237 |
| | DISCOVERY TURBO | 238 |
| INTERNATIONAL | Australia Network | 239 |
| | DW TV | 240 |
| | French 24 | 241 |
| | TV5 Monde | 242 |
| | Aljazeera | 243 |
| | Russia Today | 244 |
| | CCTV | 245 |
| | NHK | 246 |
| LOCAL CHANNEL | SITI Delhi | 247 |
| | SVO | 248 |
| | SITI Bhakti | 249 |
| | SITI Haryanvi | 250 |

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