



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025 **Tender Notice**

Dt. 08.01.2021

Sir,

Sub: Open Tender inviting Technical & Price Bids for “**Rental Bachelor Transitory Accommodation facility for PPPU, Thirumayam for a period of ONE year**”

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

Tender Ref No	PPPU: WC:20:025     Date 08.01.2021		
Scope of work	<b>Rental Bachelor Transitory Accommodation facility for PPPU, Thirumayam for a period of ONE year</b>		
Duration of Contract	1 Year from the date of commencement of work as indicated in LOI		
Commencement of Work	Within 07 Days from the date of Letter of Intent.		
Due Date / Time for submission of tender	<b>14:00 hrs. on 30.01.2021.</b>		
Submission of Tender Document.	Tender Drop Box at Contracts Department First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.	(Or)	Sent through Post or courier to DGM/ Contracts Department, First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.
Date / Time & place for opening of Technical Bid	<b>14.30 hrs. on. 30.01.2021 at</b> Works Contracts Department Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.		
Extension of Due Date for submission of tender & Date for Opening of Technical Bid, if any	Please check the Websites [http://www.bhel.com(Tender Notification page) or http://www.eprocure.gov.in ] for another one week , for the extension of Due Date for submission of tender and Date for Opening of Technical Bid, if any.		
Date/Time of Price Bid Opening	<b>The Bidders who are technically qualified will be called for Price Bid Opening. The Date / Time for the same will be intimated to the all qualified bidders separately.</b>		
<b>Benefits entitled to MSE Vendors: - (1) <u>In case NON-MSE vendor is L1 and MSE vendors offer rates are within L1 + 15 %, the L1 rate shall be counter offered to MSE Vendors as per Price ranking ascending order. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 rate of Non MSE L1 Vendor.</u></b> <b>(2) <u>The preference to the MSEs will be given in the order of their ranking L1,L2,L3 etc.</u></b>			
<b>EMD: EXEMPTED</b>			

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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### 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.
- All supporting documents pertaining to the above Pre-Qualifying Criteria (Pan Card, GST, etc.) are to be self - attested & stamped in each page by the bidder for tender evaluation.
- RATE shall be furnished in the enclosed "PRICE BID", duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".

**Totally there will be 2 Separate covers.**

Cover Title	Pages of Tender document	Other required documents
Technical Bid	All the pages except price bid	Copy of Pre-qualification criteria along with supporting documents wherever required as per annexure A of tender document - All stapled together or Spiral bound.
Price Bid	Annexure-B	Nil
EMD		EXEMPTED

- All the above 2 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.

S. Venkatesan  
DGM/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
Contact No. 04333-279551  
svenkatesan@bhel.in

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## **TENDER TERMS AND CONDITIONS**

### **I. PRE - QUALIFICATION CRITERIA:**

1. The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)
2. The bidder should possess GST registration number (i.e. GST REG-06 Certificate).
3. The bidder could be a Proprietorship / Partnership firm / LLP / One-person company / Private Ltd company / Public Ltd company / Trust / Society in this line of service or business Documentary proof shall be enclosed.
4. The applicable rate of GST in % should be mentioned in the Technical Bid format.
5. The Offered premises/building/apartment should be completely owned by the vendor.
6. In case of possession of the rented premises is disturbed, the prospective landlord shall make good the losses whatsoever incurred by BHEL in this regard.
7. The accommodation facility shall be within TEN (10) km radius from BHEL PPPU Factory premises.
8. Duly signed certificate of compliance in bidder's letter head shall be attached.
9. On award of contract, the successful bidder shall comply with all the statutory requirements

#### **NOTES:**

- 1) Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.
- 2) All supporting documents are to be signed & stamped in each page by the bidder for further Evaluation.

### **II. SCOPE OF WORK:**

#### **Accommodation (layout) requirement:**

Two rooms with Two bathrooms cum toilets in any one of the following types:

- a) Individual room type accommodation in one closed premises.
- b) 2BHK (2 Bed Room Hall kitchen) type accommodation.

#### **II a) Individual room type accommodation in one closed premises:**

1. The area of each individual room shall be minimum 90 Sq. feet excluding adequate attached bathroom cum toilet area.
2. Total 2 such rooms shall be provided
3. All bathroom/toilets shall be attached within the room (inside the accommodation facility).
4. All rooms shall be inside safe closed premises.
5. Ceiling roof shall be minimum 9.0 feet in height and be made from Reinforced Concrete Cement(RCC).
6. The minimum dimension of either side of the room should be 8 feet.

#### **II b) 2BHK (2 Bed Room Hall kitchen) type accommodation:**

1. One 2BHK flat will be acceptable however two rooms with two bathrooms, cum toilets, and one Dining Hall / one living room/Common area, and one utility / washing space shall be provided.
2. Any 2BHK apartment shall be fully leased to BHEL, sharing with any other tenant will not be acceptable.
3. The area of each individual room shall be minimum 90 Sq. feet excluding adequate attached bathroom cum toilet area.
4. Ceiling roof shall be minimum 9 feet in height and be made from Reinforced Concrete Cement(RCC).
5. The 2BHK shall have 2 bathrooms cum toilet, preferably both attached or one attached and one common so that there is one bathroom cum toilet for each room.

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6. The minimum dimension of either side of the room should be 8 feet.
7. The area requirement for all types of apartments shall be followed. The areas shall not be less than the lower limit, however, areas exceeding the upper limit will be acceptable.

### **Other Facilities / features:**

1. The rooms/apartment with attached bathroom and toilet shall have doors/windows etc. to ensure adequate ventilation without any disruption to individual privacy of the occupants.
2. Availability of Electricity/Power connectivity is to be ensured by owner. In case of power interruption, such problem should be taken care by the owner. Wiring for UPS supply is to be provided however UPS will be arranged by BHEL.
3. Electricity charges will be borne by BHEL.
4. Continuous supply of water to be provided by the owner in the apartment (i.e. inside, bathroom etc.), in case of any shortage, owner will have to make alternate arrangement of water supply.
5. Permission of Fixture/Furnishing, including fixing of Air-Conditioner, to be given by the owners, which will be dismantled at the end of the contract period.
6. Bathroom shall be provided with proper ventilation.
7. All the applicable statutory taxes viz. property, water tax, panchayat / municipal tax etc., are to be paid by the owner.
8. The apartment(s) shall be provided with adequate minimum facilities like fans, tube light in all rooms, common space etc.

### **Location:**

1. Accommodation shall be at a safe/decent location for safe/comfortable stay of employees/executives including women employees/executives also.
2. The accommodation shall be well connected with a proper motorable road.

### **BILL OF QUANTITY**

SL.NO.	Scope of work	Unit of Measurement	Quantity
1	Rental Bachelor Transitory Accommodation facility at PPPU, Thirumayam for a period of ONE year	MON (Month)	12 (Months)

## **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 should be **Exclusive of GST (but inclusive of any other taxes & duties)** levied or to be levied both by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.
- c. The applicable rate of GST in % should be mentioned in the Technical bid format.
- d. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- e. The rates quoted in the tender shall remain **valid** initially for a period of at least **120 days** from the date of opening of Tender. After successful award of contract, the rates shall be firm throughout the contract period.

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- f. *Should a tenderer find discrepancies 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 endeavor 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.*
- g. *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.*
- h. *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.*
- i. *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.*
- j. *BHEL reserves the right to*
  - i) *Cancel the tender at any stage.*
  - ii) *Finalize the contract through Sealed Price bid.*
  - iii) *Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL inter alia other reasons.*
- k. *All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS), as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.*

### **02. PROVISION FOR MSE (MICRO & SMALL ENTERPRISES) SUPPLIERS:**

- 2.1 *MSE suppliers can avail the intended benefits only if they submit along with the offer, attested (by Notary or Gazetted officer) copies of Either valid UAM / EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II), along with CA certificate OR NSIC /UDAYAM Registration Certificate.*
- 2.2 **Definitions of MSEs owned by Women is under:**
  - 2.2.1 *In case of proprietorship firm, proprietor must be woman.*
  - 2.2.2 *In case of partnership firm, the women partners must be holding at least 51% shares in the unit.*
  - 2.2.3 *In case of private limited companies, at least 51% share must be held by women promoters*
- 2.3 **Definitions of MSEs owned by SC/ST is under:**
  - 2.3.1 *In case of proprietorship firm, proprietor must be SC/ST.*
  - 2.3.2 *In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.*
  - 2.3.3 *In case of private limited companies, at least 51% share must be held by SC/ST promoters.*
  - 2.4 *Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.*
    - 2.4.1 *District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.*
    - 2.4.2 *Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.*
    - 2.4.3 *Revenue Officer not below the rank of tahsildar.*
    - 2.4.4 *Sub-Divisional officer of the area where the individual and/ or his family normally resides.*
    - 2.4.5 *To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.*

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### **03. BENEFITS ENTITLED TO MSE VENDORS**

- i. In case NON-MSE vendor is L1 and MSE vendors offer rates are within L1 + 15 %, the L1 rate shall be counter offered to MSE Vendors as per Price ranking ascending order. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 rate of Non MSE L1 Vendor.
- ii. The preference to the MSEs will be given in order of their ranking L1, L2, L3 etc.

### **04. TAXES AND DUTIES:**

1. GST portion of invoice will be released only upon:
  - 1.1 Vendor declaring such invoice in his GSTR-1 and
  - 1.2 Receipt of goods and tax invoice by BHEL and
  - 1.3 Confirmation of payment of GST thereon by vendor on GSTN portal
2. In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills and/or SD etc.) from BHEL.
3. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills and/or Security deposit etc. from BHEL.

**Note:1)** Three copies of GST rule compliant tax INVOICE with original signature to be submitted every month on completion of work.

### **05. CONTRACT PERIOD: -**

1. The period of contract shall be 12 Months from commencement of work as indicated in LOI.
2. However, BHEL reserves the right to short close the contract before end of contract period by giving one-month notice period.
3. If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.
4. The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving one-month's notice.

### **06. PAYMENT TERMS:**

- 1) Monthly rent will be paid to the contractor once in a month on receipt of error free invoices along with signed pre-stamped receipt and proof of having paid GST for the previous bills.
- 2) The bill will be processed and payment will be made by BHEL after 45 days.

### **07. PENALTY CLAUSE:**

In Case the offered accommodation is not suitable to occupy at any point of time during the contract period (like unavailability of water, electricity etc.), Proportionate amount will be deducted from bills submitted by the contractor.

### **08. RISK PURCHASE:**

- a. In the event of any successful Tenderer, after award of LOI / Contract fail to fulfil any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, as per Contract / Contract agreement, BHEL will exercise their right to arrange and execute the same through alternate vendor / departmentally at the RISK and COST of the service provider and excess expenditure if any incurred will be deducted from the subjected service provider's running bill.

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- b. *The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor and also 5% overhead charges to be added in addition to extra expenditure to BHEL.*

### **IV. GENERAL:**

1. *Income Tax, GST TDS or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.*
2. *With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.*
3. *Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:*
  - i. *Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.*
  - ii. *If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Head of the BHEL Unit/Region/Division issuing the Contract. The place of arbitration shall be at Thirumayam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.*
  - iii. *All disputes shall be subject to the exclusive jurisdiction of the Courts at Pudukkottai.*

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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 Head of Dept. /Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, 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 Executive/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. 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.*

### **04. DEVIATIONS:**

*The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. 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 confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.*

**08. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

- i. *Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.*
- ii. *Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.*
- iii. *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*
- iv. *Invoices will be processed only upon completion of statutory requirement and further subject to following:*
  - a. *Vendor declaring such invoice in Form GST ANX-1*
  - b. *Receipt of Goods or Services and Tax invoice by BHEL*
- v. *As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).*
- vi. *In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.*
- vii. *In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor*

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- viii. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- ix. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- x. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- xi. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

## **09. LAWS GOVERNING THE CONTRACT:**

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

- (i) Should a tenderer 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.

## **10. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:**

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

If the Contractor shall: -

- 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
- 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
- Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

## **11. 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,

- 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

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

*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

- *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

- *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.*

OR

- *Fails to carry out the work and unauthorized absence for more than 3 days.*

- 1) *Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/PPPU 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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.*
- 2) *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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.*

### **12. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:**

#### **If the Contractor:**

- *makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;*
- *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;*
- *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 HOD/Executing Dept., 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 HOD/Contracts Dept. or his authorized representative 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*

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025 **Tender Notice**

Dt. 08.01.2021

*may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.*

**13. 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.*

**14. 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 HOD/Contracts Dept. or his authorized representative, 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.*

**15. 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 he shall pay the claim on demand.*

**16. 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. However, no such recovery shall be enforced after three years of passing the final bill.*

**17. FORCE MAJEURE CLAUSE:**

*If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.*

**18. ARBITRATION & CONCILIATION:**

*Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.*

Place  
Date

Signature of the Bidder  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

- *The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.*
- *Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Pudukkottai.*
- *The cost of arbitration shall be borne as per the award of the Arbitrator.*
- *Subject to the arbitration in terms of Clause above, the Courts at Pudukkottai shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.*
- *Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.*

*In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.*

### **19. JURISDICTION:**

*In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Pudukkottai, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 19.*

### **20. SIGNING OF CONTRACT:**

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

### **21. SECRECY OF CONFIDENTIAL INFORMATION:**

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

Place  
Date

Signature of the Bidder  
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(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

*of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorized activity.*

### **22. STATUTORY REQUIREMENTS:**

1. Contractor shall comply with all statutory requirements, rules, regulations.
2. 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.
3. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

### **23. 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.*

### **24. 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, teleservice 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.*

### **25. 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 may reserve its rights for suspending or terminating the contract.*

### **26. 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.*

### **27. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

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

Place  
Date

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025 **Tender Notice**

Dt. 08.01.2021

Tender No: PPPU: WC: 20:025

Dt. 08.01.2021

## **CERTIFICATE OF COMPLIANCE**

**(To be submitted in bidder's letter head)**

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
3. Commercial Terms & Conditions
4. General Terms and Conditions.
5. Technical Bid
6. RTGS/NEFT Format
7. PRICE BID 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.

### **Declaration:**

- i. **If the contract is awarded to us the prices shall be kept firm till the completion of contract.**
- ii. **I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.**
- iii. **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.**
- iv. **I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.**
- v. **I/We declare that we don't have any deviations to the tender terms and conditions.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

### **CERTIFICATE FORMAT FOR MSE VENDOR TO OBTAIN FROM CHARTERED**

#### **ACCOUNTANT:**

***(To be submitted in Chartered Accountant 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)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

### 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 or scanned copy of 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)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025 **Tender Notice**

Dt. 08.01.2021

## **GENERAL DETAILS:**

**(To be submitted in Bidder's letterhead)**

Tender No: PPPU: WC:20:025

Dt. 08.01.2021

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)	
05	Vendor code allotted by BHEL if any	

- I/We declares that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, I/We are found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.***
- I/We are not convicted by court of law, suspended, blacklisted or banned by any State / Central Govt. & PSUs on any grounds as on date.***
- On award of contract, I/We accept that "I/We shall comply with all the statutory requirements.***

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

### TECHNICAL BID

#### ELIGIBILITY CRITERIA DETAILS:

#### ANNEXURE - A

Sl. NO	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE
1.	The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)	PAN No. _____ (Proof to be attached)
2.	Goods & Service Tax (GST) registration / Application Reference Number. (copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).	Regn. No. – _____ (Proof to be attached)
3.	Company Status (Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company status: (Proof to be attached)
4.	The Offered premises/building/apartment should be completely owned by the vendor.	(Proof to be attached)
5.	In case of possession of the rented premises is disturbed, the prospective landlord shall make good the losses whatsoever incurred by BHEL in this regard.	(Proof to be attached)
5.	The accommodation facility shall be within 10 km radius from BHEL PPPU Factory premises.	(Proof to be attached)
6.	Duly signed certificate of compliance in bidder's letter head shall be attached.	(To be submitted as in "Certificate of compliance" which is to be submitted in bidder's letterhead)
7.	On award of contract, the successful bidder shall comply with all the statutory requirements.	(To be accepted as in "General Details" which is to be submitted in bidder's letterhead)
8.	Applicable GST rate	_____ %

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Date

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025

## Tender Notice

Dt. 08.01.2021

### OTHER INFORMATION / DETAILS:

Sl. NO	CRITERIA	BIDDER'S RESPONSE
1.	Convicted by court of law, banned, blacklisted, suspended by any State / Central Govt. & PSUs on any grounds as on date.	(To be declared as in "General Details" which is to be submitted in bidder's letterhead)
2.	MSE Vendor status obtained	Yes / No (If Yes, attested (by Notary or Gazetted officer) copies of either UAM/EMII certificate along with CA Certificate dated within ONE year or UDAYAM/NSIC registration certificate to be submitted.)

**Note:- All supporting documents pertaining to the above Pre-Qualifying Criteria (Pan Card, GST, etc.) are to be self - attested & stamped in each page by the bidder for tender evaluation.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025 **Tender Notice**

Dt. 08.01.2021

## PRICE BID FORMAT

## ANNEXURE - B

SL.NO	Ser. Description	Unit Of Measure	Quantity during the contract period (A)	Unit rate /Month (in Rs) (Excluding GST) (B)	Total Value (in Rs) (Excluding GST) (C) = (A)X(B)
01	Rental Bachelor Transitory Accommodation facility for PPPU, Thirumayam for a period of ONE year	MON	12 Months (Twelve only)	Rs. _____/- <b>PER MONTH</b> in figure)  Rupees _____ _____-/- <b>PER MONTH</b> only (in words)	Rs. _____/- (in figure)  Rupees _____ _____ only(in words)

### NOTE:

01. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
02. Amount should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.
  - (i) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
03. The amount should be quoted **excluding GST**, but inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)  
Page 21 of 22



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:20:025 **Tender Notice**

Dt. 08.01.2021

04. Quotation should be valid for a period of **120** days from the date of Tender opening.
05. In Price bid opening, L1 will be decided based on the minimum of “**Landed Cost**” to BHEL, [i.e. Total Value quoted and applicable GST amount] on ‘**SINGLE VENDOR**’ basis (the total value basis).
06. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the L-1 bidder(s) or their representatives. Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.*
07. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
08. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied and excluding GST etc. has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.
09. No other pre conditions along with your offer will be entertained by BHEL.
10. The bidder shall quote only the lowest possible unit rate that can be offered for the intended quantity.
11. The contractor while quoting shall take care of units specified against item in bill of quantities.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)  
Page 22 of 22