



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender Ref No: PPPU: WC: 21: 037

Tender Notice

Dt. 06.01.2022

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

M/s GNANAM FACILITY SERVICES (V. Code: 72725)
3/174 PESANT NAGAR, NEAR SAMMATHUVA PURAM,
KULATHUPATTI (PO), THIRUMAYAM (TK).
Email: gnanam.gfs@gmail.com
Contact No.: 8681821655

Ref: Tender No. PPPU: WC: 21: 037 dt. 06.01.2022.

Subject: Two - part bid e - Tender inviting techno - commercial and price bids for “SHOT BLASTING OPERATION AT PPPU, THIRUMAYAM”.

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through e-procurement portal <https://eprocurebhel.co.in/nicgep/app> only.

Scope of work	SHOT BLASTING OPERATION AT PPPU, THIRUMAYAM (Scope of work and technical terms and conditions as per Techno - Commercial Part - I bid.)
Location of work	BHEL PPPU Thirumayam -622507 (Tamilnadu)
Duration of Contract	2 Months from the date of commencement of work as indicated in LOI.
Last date/ time for receipt of tender	10.00 Hrs on dt. 08.01.2022
Date / Time & place for opening of Technical Bid	11.00 Hrs. on 08.01.2022 at Contracts, PPPU, Thirumayam (In case of any change in opening date, if any, will be intimated later.)
Date/Time of Price Bid Opening	The date/ time of price bid opening will be intimated separately.
EMD AMOUNT	Rs. 1,000/- (Rupees One Thousand Only)
Working Area Contact details	Dy. Manager / OP&C Power Plant Piping Unit, BHEL -Thirumayam – 622507, Contact No. 04333-279276/ 9489202819 Email ID: udayanand@bhel.in Vendors may visit the work area prior to submission of offer to understand the details of scope of work.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



INSTRUCTIONS

This two- part e- tender consists of the following:

Part – I (A): Pre-qualification Bid

1. Earnest Money Deposit (EMD)

Part – I (B): Techno-Commercial Bid

2. Compliance criteria for the contract
3. Scope of work and Work specific terms & conditions
4. General terms & conditions of the contract
5. All Annexures.

Part – II: Price Bid

Special Instructions to the bidders:

1. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
2. In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to BHEL PPPU Thirumayam and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
3. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing ‘Tender number/date/Part-I(A)/EMD’ to the Tender Inviting Authority, within the bid submission date and time for the tender.
4. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
5. Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
6. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
7. Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
8. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
9. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

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12. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
13. Tender can be cancelled at any stage due to unavoidable circumstances.
14. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
15. Bidder is advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
16. Bidder is advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidder, who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
17. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
18. The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
19. In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
20. The evaluation currency for this tender shall be INR.

Thanking you,
For **Bharat Heavy Electricals Limited**

Jayaram C B
Sr Manager (Contracts/ MM)
Power Plant Piping Unit
BHEL -Thirumayam – 622507
Contact No. 04333-279501, 9442230731
cjayaram@bhel.in

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PART – I (A) EMD

1 EARNEST MONEY DEPOSIT (EMD)

1.1 **EMD AMOUNT:** Refer page 1 of this tender document.

1.1.1 EMD shall not carry any interest.

1.1.2 EMD will be retained as part of Security Deposit.

1.2 EMD WAIVER DOCUMENTS for MSE (Micro & Small Enterprises only) vendor.

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1.2.1 Valid UDYAM registration certificate as on date of technical bid opening shall be notarized / attested by gazetted officer.

Note: - EMD is waived off for Joint Venture companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutes.

1.3 MODES OF DEPOSIT OF EMD AMOUNT:

The EMD may be accepted only in the following forms:

1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – I) for vendors' reference.

1.3.2 Demand draft, in favour of **BHEL, Trichy-14** payable at **Trichy** (along with offer).

1.3.3 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

1.4 FORFEITURE OF EMD:

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

1.4.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

1.4.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.

1.4.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

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PART – I (B)

TECHNO - COMMERCIAL BID

COMPLAINECE CRITERIA FOR THE CONTRACT

Sl. NO	CATEGORY	DETAILS
01	Duly signed certificate of compliance in bidder's letter head shall be attached. (Annexure III)	Duly signed and stamped to be uploaded in EPS portal
02	Duly signed Local content Declaration in bidder's letter head shall be attached (Annexure II)	Duly signed and stamped to be uploaded

Note:

- I. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- II. All the documents should be valid and to be renewed and kept valid throughout the contract period, if contract is awarded.
- III. Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- IV. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the “Guidelines for suspension of Business dealings”.
- V. Digitally/ Physically signed copy of all the above documents to be uploaded in EPS portal.

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I. SCOPE OF WORK:

A. Name of Work:

1. To carry out Shot Blasting Operation at BHEL-PPPU Thirumayam premises.
2. Contractor shall provide services for Shot Blasting operation as and when required at Power Plant Piping Unit - Thirumayam - 622 507 assigned by concerned official in-charge

B. Quantum of Work:

1. Total Surface area to be blasted by contractor is approx. 489 Sq.m over the period of two months from the date of commencement of work or completion of work quantum whichever is earlier. The work shall be attended as and when called by BHEL/PPPU during the contract period
2. Contractor shall engage his labours of minimum crew strength of one blaster and two helpers for the work as and when informed by BHEL (within contract period).
3. A Supervisor has to be engaged to coordinate the shotblasting activity and the person has to interact with the concerned Shop Supervisor/Executive regarding Work Load and shift time requirement.

C. TECHNICAL SPECIFICATION (SCOPE OF WORK):

1. The contractor shall provide services for shot blasting operation of pipes at Power Plant Piping Unit, Thirumayam assigned by concerned official in-charge, by engaging his own labours of minimum crew strength of one blaster and two helpers as and when required by BHEL.
2. Shots, Shot blasting equipment, power, compressed air will be provided by BHEL.
3. The basic maintenance of the shot blasting equipment and the accessories (including filter cleaning) is under the Scope of the contractor.
4. Jobs will be moved in and out of the blasting facility room by BHEL.
5. Contractor shall blast the job, meeting the requirement and obtain the clearance from QC /BHEL.
6. The contractor shall collect and reuse the shots provided to them. The segregation of shots from the mix of scales dusts, shots etc. (after blasting) is under the scope of the contractor for which suitable mesh have to be brought by the contractor.
7. Personal Protective Equipment's (PPE)/ Safety Gadgets as per Industry standards and needs for the blaster /helpers are under the scope of the contractor.
8. Adequate care shall be exercised while carrying out blast cleaning of P91/P92 Spec pipes so that all the scales formed during heat treatment shall be removed on both Outside Diameter and Inside diameter.
9. Regular housekeeping and cleaning of the entire area inside and also near the shot blasting section is under the scope of the contractor.
10. Disposal of dusts/scales/ unusable shots etc. from the shot blasting area to the specified places within the BHEL factory area is under the scope of the contractor.
11. The contractor shall mobilize workforce to BHEL premises at his own cost and risk.

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D. BHEL'S responsibility:

BHEL, Thirumayam will provide the following free of cost to the contractor for carrying out the job as detailed below:

1. Space for working
2. Compressed air
3. Electric power
4. Movement of jobs to the blasting facility and taking back to respective bays.
5. Shots and shot blasting equipments

All other requirements related to above mentioned work shall be provided by the contractor.

E. Timing for Work:

a. The shot blasting crew of minimum one blaster and two helpers have to attend the work at BHEL-Thirumayam works as and when called by BHEL, during working hours.

BHEL working hours: -

1. General Shift ie, G Shift from 08.00 AM to 04.30 PM
2. Night Shift ie, N Shift from 04.30 PM to 01.00 AM (next day)
3. A - Shift 06.00 AM to 02.00 PM and
4. B - Shift 02.00 PM to 10.00 PM
5. C - Shift 10.00 PM to 6.00 AM (the next day)

b. Depending upon the necessity of the work, shot blasting may be required during Night, A and B shift with advance information to contractor.

NOTE:

1. In case of need, the working time will be extended by minimum two hours on the day of duty.
2. For work on Sundays and Holidays (except National Holy days) regular shift will be operated with advance information to contractor
3. The working time accounted against the individual will be certified by BHEL staff based on the actual engagement time and the work output.

F. General Requirements for Workmen:

1. The Blaster and Helper shall be physically and mentally fit to work in an industrial environment.
2. The deployed blaster shall have minimum 3 months of work Experience. Contractor shall self-certify the blasters deployed before engagement of the personnel.

G. Deployment of Workforce:

1. The quantum of work will vary from time to time depending on the shop-floor loading based on which BHEL will give advance information along with schedule for shot blasting.
2. The Contractor is to complete the assigned work within the time frame indicated.
3. Shift wise attendance register with 'IN' and 'OUT' timing shall be maintained by the contractor and shall be countersigned by the BHEL Staff, at the end of each shift of duty.

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4. The workmen deployed shall wear uniform as provided by the contractor, Industrial Suit and safety shoes, respirator, yellow colour industrial helmet, safety goggles, hand gloves and identification card during the hours of engagement within BHEL premises.
5. Contractor shall provide all the above specified safety gadgets and uniform materials to his workforce at his cost, and shall be responsible for enforcing all safety regulations as applicable.

H. Submission of medical Fitness Certificates:

All the contract employees shall be subjected to statutory medical test as mentioned below:

1. Audiometry, Pulmonary Function Test / Spirometry & X-ray chest - Clinical Examination-Certificate of fitness Form 27
2. Period: At the time of joining.

I. General Conditions:

1. The contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. All safety equipments to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
4. BHEL will not be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
5. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
6. Contractor shall supervise the work carried out by his/her employees.
7. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
8. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
9. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
10. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
11. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
12. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
14. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done in shifts other than mentioned above, overtime, Sundays or on other declared holidays without written permission. When

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in need of change in operating Shifts by BHEL, the contractor shall provide the number of man power required for that shift for which advance information will be given by BHEL.

15. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
16. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
17. The GST compliant Tax invoice shall be submitted in Triplicate for bill clearance along with originals of PF clearance certificate by HR, countersigned attendance and a copy of all documents to executing agency. The bill should be submitted within a week after execution of work during the calendar month @one bill per month. Kindly note all the payments to the contract employees & PF/ESI must be through EFT & supporting documents like bank account statements and challans for PF clearance must be produced. Proof of payment of taxes to be submitted along with bill.
18. On submission of error free bill, the bill will be processed immediately and payment will be made by BHEL after 45 days.
19. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
20. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
21. Applicable Taxes, if any should be mentioned separately.
22. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving initiation to the vendor.

BILL OF Quantity

SL NO	DESCRIPTION OF WORK	UOM	QUANTITY
1.	<i>SHOT BLASTING WORK AT PPPU</i>	<i>SQUARE METRE</i>	<i>489</i>

Place
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II. COMMERCIAL TERMS & CONDITIONS:

01. TERMS FOR PRICE BID & RATE BASIS

- a. Price bid is to be submitted in a separate price bid form provided in the portal.
- b. The rates quoted should **be Excluding 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 forms in EPS.
- 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.
- f. ***Contractor has to ensure that all statutory payment as per Minimum wages act, 1948/ Payment of Wages act etc. along with BHEL additional payment component (as indicated in welfare conditions) to be taken care of while quoting. No claim in respect to payment to workman will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.***
- g. ***Before tendering, the tenderers are strongly advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour under scope of work covered.***
- h. BHEL reserves the right to
 - i. Cancel the tender at any stage.
 - ii. Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL interalia other reasons.
 - iii. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS), PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

02. 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, 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

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law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills 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.*
- 2) GST will be charged on the EMD/SD amount forfeited (**in-case**) from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.*

03. Contract Period: -

1. The period of contract shall be **2 Months** from commencement of work as indicated in LOI.
2. 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.
3. The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving 3 days' notice.

04. Billing process & Payment terms

1. Vendor may claim the bill/invoices monthly once to the area in-charge. The invoices will be accepted on ensuring the following conditions
 - a. The bills shall confirm to the GST compliance and norms with SAC code of service.
 - b. The bill shall include the work order No, GST No, service period etc.
 - c. The bills shall be given in triplicate (in-original) and shall be error-free.
 - d. The current/previous month HR clearance shall be attached. The HR clearance shall be obtained by the contractor from HR-PPPU, which is to be submitted along with the bill.
 - e. The quantum of work details (copy of relevant log books) shall be attached in the annexure.
 - f. The proof of payment of taxes, if any, to be submitted along with each bill.
2. The payment will be made after 45 days from the receipt of error free bill.

05. General Terms & Conditions:

BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

06. Penalty / LD Clause:

If the contractor fails to complete any particular job within stipulated time specified for that job, then a penalty of 0.5% of that job value (In Sqm) will be levied for each week's delay up to a maximum of 10%. On further delay (i.e., after 3 weeks), Penalty and risk Purchase Clause together will be applicable.

Note: GST on Penalty will also be recovered in addition to penalty from running bills.

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07. RISK PURCHASE:

If the contractor fails to complete a job as per BHEL's requirements, then BHEL reserves the right to get the job done in-house or through any other sources and the cost incurred by BHEL will be deducted from the Contractor's bills and/ or SD amount. It shall be noted that penalty and risk purchase will be operated together in case of delay in execution of jobs.

III. GENERAL:

1. The contractor agrees to indemnify BHEL against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
2. The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.
3. 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.
4. 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.
5. 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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Checklist for Documents to be submitted to HR/Welfare Section*				
S.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract labour (R&A) Act	On commencement and Completion of the Contract	Twice (Once on commencement and once on completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 10th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 10th of every month	Monthly	To be checked and cleared by HR Dept

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

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IV. CONDITIONS RELATED TO THE WELFARE OF LABOURS:

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply shall be submitted on award of contract.
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages (including BHEL additional wages) to the employees on monthly basis. He has to remit 13% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25% of monthly wages should be remitted as PF i.e. each employee. The percentages mentioned are indicative in nature. The PF shall be remitted as per the existing Government guidelines.
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan (for the billing period) for the engaged labor has to be submitted for bill processing.
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The upper age limit for the contract employees deployed by the contractors is restricted to sixty.
- 9) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to HR department every month.

The minimum wages are given below for reference: (w.e.f 01/04/2021)

Sl. No.	Category	Minimum Wages per day (Rs.)		
		Basic	DA	Total
1	Unskilled Worker	258.50	219.88	478.38
2	Semi-Skilled Worker	271.00	219.88	490.88
3	Skilled Worker	278.50	219.88	498.38
4	Supervisor	295.00	219.88	514.88

- 10) If the contractor employs more than twenty employees, he has to obtain license to this effect from the Factory Inspectorate and renew the same periodically.
- 11) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the

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Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender Ref No: PPPU: WC: 21: 037

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workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

- 12) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
- 13) The canteen charges (cost of the food items and beverages) for contract workmen will be charged if availed, at the rate fixed by BHEL from time to time BHEL's Policy.
- 14) **The contractor has to disburse the salary/wages for their workmen only through Bank Account. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.**
- 15) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
- 16) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.
 - a) The Workmen Compensation Act 1923,
 - b) The Payment of Wages Act 1936 and the related Tamil Nadu Rules,
 - c) The Industrial Disputes Act 1947,
 - d) The Factories Act 1948 and the related Tamil Nadu Rules,
 - e) The Minimum Wages Act 1948 and the related Tamil Nadu Rules,
 - f) Employee's Provident Funds & Miscellaneous Provisions Act 1952,
 - g) The Payment of Bonus Act 1965.
 - h) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.

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V. GENERAL TERMS & CONDITIONS

- 1. 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.
- 2. HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.
- 3. WORK TO BE CARRIED OUT:** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4. ORDERS UNDER THE CONTRACT:** All orders, notices etc. to be given under the contract shall be in e-mail, writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be

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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.

5. **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.
6. **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.
7. **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.
8. **GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**
 1. 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.
 2. 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.
 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
 4. 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
 5. 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).
 6. 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.

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7. 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
8. 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.
9. 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.
10. 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.

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.

9. SECURITY DEPOSIT

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

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

1. Remittance through online SBI-State Bank Collect.
2. Pay Order, Demand Draft in favour of **BHEL Trichy**.
3. Local cheques of scheduled banks, subject to realization.
4. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
5. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and **with minimum validity covering the contract period + 6 months & maintenance period if any**.
6. In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.
7. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period + **6 months** & maintenance period if any.
8. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.

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9. For contract value less than Rs 20 lakh, work may be started after issue of LOI without remittance of SD. From the first bill, 50% of SD will be collected, and the balance will be recovered from the running bills at the minimum rate of 10% of gross SD.

The security deposit shall not carry any interest.

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

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

Set of Clauses

Payment of bills, payment of any amounts due, release of Security Deposit or return of Bank Guarantees furnished under this tender/contract, shall be subject to the deduction of any amount for which the Bidder is liable under this contract, or any contract placed on the contractor by BHEL, Piping Centre, Chennai or any/all other Unit/s of BHEL.

10. REFUND OF SECURITY DEPOSIT:

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

11. CONTRACTOR'S SUPERVISION:

- The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- BHEL-PPPU, THIRUMAYAM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. LABOUR:

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

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13. PRECAUTIONS AGAINST RISK: The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN : The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT:

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

(i) Should a 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.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

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

If the Contractor shall: -

1. 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

2. 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

3. 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.

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17. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by 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 may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

18. 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,

- 1) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors
OR
- 2) 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
- 3) Assigns, Transfers, attempts to assign, transfer any portion of the work without the prior written approval of the BHEL.
OR
- 4) Sub-lets or attempt to sub-let any portion of the work.
OR
- 5) Fails to carry out the work and unauthorized absence for more than 3 days.
OR

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6) 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.

OR

7) 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.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

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

20. SPECIAL POWER TO TERMINATION: If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the 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 foreclosing of the work.

21. RECOVERY FROM CONTRACTOR:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or he shall pay the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS: -

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

23. PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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24. 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.

25. 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.

1. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
2. 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.
3. The cost of arbitration shall be borne as per the award of the Arbitrator.
4. 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.
5. 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.

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26. 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 25.

27. 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.

28. 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 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.

29. STATUTORY REQUIREMENTS:

- a) All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST / SGST / IGST / UTGST Act and all other applicable Acts shall be complied with by the Contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

30. 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.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

31. 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.

32. 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.

33. 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.

34. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY

1. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
2. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
3. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
4. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
5. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
6. Smoking is not allowed in work area.
7. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.

Place
Date

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8. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

35. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950

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

The following safety measures (whichever is applicable) should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
9. Cylinders should not be used without regulators.
10. All excavations must be barricaded and red lamps must be provided.
11. All electrical connections must be properly earthed.
12. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
13. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
14. The contractor should maintain a register regarding the driver license particulars.
15. All personal protective equipment conforms with standard specification as per the details given in the code of conduct.
16. Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

Place
Date

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(NAME & ADDRESS WITH SEAL)



36. Safety precautions to be observed while transporting materials (WHICHEVER IS APPLICABLE): -

A) VEHICLE:

- 1) Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
- 2) The light on right side, i.e over the driver's cabin shall be in working condition.
- 3) Both the head lights as well as park lamps must be in working conditions.

B) MOVEMENT OF VEHICLE:

- 1) The vehicle should not travel at more than 20 kmph in our premises.
- 2) The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- 3) Vehicles carrying inflammable liquid in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid static electricity.
- 4) In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
- 5) The driving should "KEEP TO THE LEFT" at all places.
- 6) The vehicle should not be parked in road which could obstruct the vehicular traffic.
- 7) The vehicle should pass only through the approved routes. Short cuts should be forbidden.
- 8) There must be a safe distance behind another moving truck.
- 9) The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

37. 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".

38. GENERAL:

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

39. NOTICE OF ACCIDENTS:

1. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
2. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



40. Government Law's Covering Under This Contract:

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

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

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

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



GENERAL DETAILS:

Tender Ref: PPPU: WC: 21: 037

Date: 06.01.2022

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	<i>Vendor code allotted by BHEL if any</i>	

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



TECHNO COMMERCIAL BID

COMPLIANCE CRITERIA DETAILS:

ANNEXURE - A

Sl. NO	ELIGIBILITY CRITERIA	BIDDER's RESPONSE
01	<i>EMD PAYMENT (Rs. 1,000/-)</i>	<i>(Proof to be attached in EPS)</i>
02	<i>Duly signed certificate of compliance in bidder's letter head shall be attached. (Annexure III) (Please mention Page No ----- in which this proof is attached in uploaded tender document)</i>	<i>("Certificate of compliance" to be attached in EPS which should be in bidder's letterhead)</i>
03	<i>Duly signed Local Content Declaration in bidder's letter head shall be attached (Annexure II) (Please mention Page No ----- in which this proof is attached in uploaded tender document)</i>	<i>Duly signed and stamped to be uploaded</i>
04	<i>Applicable GST rate (Please mention Page No ----- in which % is mentioned in uploaded tender document)</i>	<i>_____ %</i>

OTHER INFORMATION / DETAILS:

Sl. NO	CRITERIA	BIDDER's RESPONSE
01	<i>MSE Vendor status (Copies of Udayam Registration Certificate notarized or attested by a Gazette officer to be submitted.) (Please mention Page No ----- in which this proof is attached in uploaded tender document)</i>	<i>(Proof to be attached in EPS)</i>
02.	<i>General Details shall be attached. (Please mention Page No ----- in which this proof is attached in uploaded tender document)</i>	<i>("General Details" should be Submitted in EPS)</i>

NOTE:

1. All Pages of tender documents must be signed & sealed (digitally on 1st page or manually in each page) by the bidder before uploading in EPS portal. This shall ensure that bidder agrees to all the conditions in tender document.
2. All supporting documents pertaining to the above Criteria (Copies of UDYAM CERTIFICATE etc.) must be singed & sealed (digitally or manually in each page) by the bidder before uploading in EPS portal.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



ANNEXURE – I
E-PAYMENTS

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

STEP BY STEP PROCEDURE:

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

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

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



ANNEXURE II (Local Content)
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Tender Ref No.: PPPU: WC: 21: 037

Dt. 06.01.2022

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P 45021/2/2017 B.E II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

I/ We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

Address	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

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 Ref No: PPPU: WC: 21: 037

Tender Notice

Dt. 06.01.2022

Annexure III -CERTIFICATE OF COMPLIANCE

(To be submitted in bidder's letter head)

Tender Ref No: PPPU: WC: 21: 037

Date: 06.01.2022

To

Sr Manager / (Cont / MM)
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.Compliance criteria
- 2.Scope of work
- 3.Commercial Terms & Conditions
- 4.Conditions Related to The Welfare of Labors
- 5.General Terms and Conditions.
- 6.Technical Bid
- 7.General Details
- 8.All Annexures

I/We M/s.

have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- 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 found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/We also declare that there is no case or charge under investigation, enquiry or trial against me/us or any conviction in a court of law nor have been banned by any organizations /Govt. on any grounds.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

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 Ref No: PPPU: WC: 21: 037

Tender Notice

Dt. 06.01.2022

- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.
- If the contract is awarded to us the prices shall be kept firm till the completion of contract.
- If the contract is awarded to us, I /We confirm that security deposit (SD) required of execution of the contract will be submitted on or before commencement date as indicated in LOI. In case of delay in submission of performance security (SD), enhanced SD which would include interest (SBI rate+6%) for the delayed period, shall be submitted by bidder. Further, if performance security (SD) is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)