



Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirapalli – 620014, TAMIL NADU, INDIA

An ISO 9001 Company

MATERIALS MANAGEMENT

TITLE	Phone: +91 431 2575636 / 7427 Email : sonu@bhel.in / Subramanian.s@bhel.in
NIT REF NO.: NIT_ 74821	

<u>Tender Reference No:</u> 2652300021	Enquiry Date: 15.06.2023	Previous Due date for submission of Quotation: 29.06.2023
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You are requested to quote the Bid number date and due date in all your correspondences This is only a request for quotation and not an order

CORRIGENDUM-1

Details of Corrigendum



BOQ has been modified & due date extended upto 06.07.2023
Corrigendum tender ID: 2023_BHEL_ 25778_2 dated 28.06.2023

All other terms and conditions as published in the Tender Reference No **2652300021** remain unaltered.

BHEL commercial terms & conditions and all annexure can be downloaded from BHEL web site <http://www.bhel.com> under NIT reference **NIT_74821** and participate in this tender through the website <https://gem.gov.in/>

Tenders should reach us before 14:00
hours on the due date through GeM.
Technical bid will be opened after 16:00
hours on the due date.

(Sonu Majhi)
Manager /MM /CP&SP
For **Bharat Heavy Electricals Limited**

 BHEL Tenders		Government eProcurement System	
		Tender Details	
		Date : 28-Jun-2023 06:53 PM	
		 Print	
Basic Details			
Organisation Chain	Bharat Heavy Electricals Limited BHEL Trichy MM/SERVICES FB M and S Spares Cap Two Hundred and Sixty Six - 266		
Tender Reference Number	2652300021		
Tender ID	2023_BHEL_25778_2	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	DD	
	2	BG	
Cover No	Cover	Document Type	Description
1	TECHNICAL COVER	.pdf	TECHNO-COMMERCIAL BID
2	PRICE BID COVER	.xls	PRICE BID
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	5,40,420
Fee Payable To	Nil	EMD through BG/ST or EMD Exemption Allowed	Yes
Fee Payable At	Nil	EMD Fee Type	fixed
Tender Fee Exemption Allowed	No	EMD Percentage	NA
		EMD Payable To	Payable To BHEL TRICHY
		EMD Payable At	Payable At BHEL TRICHY
Work /Item(s)			
Title	Supply, maintenance and consumables of A0 Printer with online folder for BHEL Trichy for a period of FIVE Years		
Work Description	Supply, maintenance and consumables of A0 Printer with online folder for BHEL Trichy for a period of FIVE Years		
Pre Qualification Details	Please refer Tender documents.		
Independent External Monitor/Remarks	Shri Otem Dai, IAS (Retd.) iem1 at bhel.in, Shri Bishwamitra Pandey, IRAS (Retd.) iem2 at bhel.in, Shri Mukesh Mittal, IRS (Retd.) iem3 at bhel.in		
Tender Value in ₹	NA	Product Category	Miscellaneous Goods
Contract Type	Tender	Sub category	NA
Location	BHEL, TRICHY,	Bid Validity(Days)	120
Pre Bid Meeting Address	NA	Period Of Work(Days)	60
		Pincode	620014
		Pre Bid Meeting Place	NA
		Pre Bid Meeting Date	NA
		Bid Opening Place	ONLINE
	No		No

Should Allow NDA Tender		Allow Preferential Bidder	
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Critical Dates

Publish Date	28-Jun-2023 06:10 PM	Bid Opening Date	06-Jul-2023 04:00 PM
Document Download / Sale Start Date	28-Jun-2023 06:10 PM	Document Download / Sale End Date	06-Jul-2023 02:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	28-Jun-2023 06:10 PM	Bid Submission End Date	06-Jul-2023 02:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	A0-PRINTER-NIT-documents	1829.16
	2	Tendernotice_2.pdf	ANNEXURE-XII- IP and IEM	2503.51
	3	Tendernotice_3.pdf	ANNEXURE-XV-PBG	74.37

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NIT-ANNEXURES-A0-PRINTER2.pdf	NIT-ANNEXURES-A0-PRINTER	1812.36
	2	Other Document	ANNEXURE-XII-IPandIEM.pdf	ANNEXURE-XII-IP and IEM	2488.23
	3	BOQ	BOQ_27445.xls	PRICE BID	391.00
	4	Additional Documents	ANNEXURE-XV-PBG.pdf	ANNEXURE-XV-PBG	58.60

Tender Inviting Authority

Name	MR. SONU MAJHI-MANAGER-MM-CPSP-WC
Address	24, BLDG. HPBP, TRICHY-14

Procurement of A0 Printer with Online folder

INVITING TENDER	
Tender Notice No	To be filled after approval
Name of work	Supply, Installation, Commissioning and Maintenance of A0 printer at BHEL,-HPBP, Trichy
Type of Bid	Two-part Bid
Price evaluation method	Price bid evaluation shall be as a package and not as line items wise.
Price bid quote	BoQ1, BoQ2, BoQ3 & BoQ4 WORK SHEETS to be seen and filled by the vendors
Period of Contract	Option 1: (Financial lease + AMC for 5 years) Option 2: (Outright purchase + AMC for 5 years)
PART I of Tender	Technical Bid + Unpriced Bid (as per BOQ in the NIC portal) + this compliance form
PART II of Tender	Price Bid (as per BOQ in the NIC portal)
Earnest Money Deposit (EMD) Amount	Rs.5,40,420.00
Last date & Time for Receipt of the Tender	To be filled after approval
Date of Tender (Technical bid) Opening	To be filled after approval
(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Submission of Tender	Online submission through BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app
Tender Opening	Online through e-Procurement Portal
Important Note:	
<ol style="list-style-type: none"> 1. The Tender documents can be down loaded from BHEL eProcurement website: https://eprocurebhel.co.in/nicgep/app, BHEL Tender notification site (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app 2. Bidder has to submit their offer for both Financial lease and Outright purchase. BHEL reserves the rights to decide the route of procurement either through Outright or financial lease as per the procedure given in the Tender T&C. 3. Delivery terms shall be FOR, BHEL, Stores, High Pressure Boiler Plant, Tiruchirappalli - 620014. 4. Delivery period for Supply, Installation & Commissioning required is 60 from the date of Purchase Order. Please indicate Supply, I &C to be indicated separately. 5. Installation and commissioning activities shall be done by the supplier, at BHEL, Trichy works. 6. EMD for this Tender will be Rs. 5,40,420.00. Hard copy of DD shall be sent to BHEL Trichy address as mentioned in the commercial compliance form. 7. Procurement of the item through this NIT will be as per Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 by DPIIT (DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020), to encourage 'Make in India ' and promote manufacturing and production of goods and services in India. 8. Supplier should submit the Self Certification regarding the Local Content in line with Government public procurement order Number P-45021/2/2017-PP (B.E-II) dated 04.06.2020 9. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. 10. The BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units. 11. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only. There will be no publication of such updates, amendments, corrigenda, etc., through newspapers or any other media. 12. Bidders shall keep themselves updated with all such developments. 	
Note: - Tenderer should sign and affix seal in all the pages of this tender document and all supporting documents.	
M PATCHI RAJA PANDIAN	P SHANMUGAPRIYA DURGA
	K P USHA

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ANNEXURE-I

Important notes to Bidders before Quoting

1. Bidder has to submit their offer for both Financial lease and Outright purchase.
2. Evaluation of offers shall be on "Net Cash Outflow to BHEL basis".
3. In case of lease contracts, the insurance (transit & during contract life) shall be in the scope of the vendor.
4. In case of outright purchase, the transit insurance shall be in the scope of the vendor, whereas the onsite insurance during the contract life shall be in the scope of BHEL.
5. Based on the price bid evaluation criteria (Annex-Price evaluation), the L1 price will be arrived.
6. **Financial Bid Evaluation & Comparison (Refer Annex-Price evaluation):**
 - a. In case of Outright purchase, L1 price will be as per ranking of quoted price.
 - b. In case of lease, NPV will be calculated for deferred cash outflows of L1 quoted price using BHEL's declared IRR. After NPV calculation, the L1 price will be based on the derived price from the quoted price.
 - c. If outright price bid is the lowest bid, then all bidders shall enter their outright quoted prices for the RA, and RA shall be conducted as per RA guidelines.
 - d. If lease bid is the lowest bid, then all the bidders shall enter their lease prices for the RA. If any bidder has not quoted lease price, then his outright quoted price shall be converted into lease price using BHEL's declared discounting rate, and this derived lease price shall be used by the vendor for RA, provided vendor is agreeing to supply on lease.
 - e. In case there is only one or two lease bids (apart from the outright price bids), lease bid is the lowest bid and outright price bidders are not ready to supply on lease, then no RA shall be held and the only lease bid or lower of the two lease bids shall be the winning bid.
7. The discounting rate to be used for calculation of NPV for evaluation will be 8.5% to decide the route of purchase either through Financial lease or Outright purchase whichever is beneficial to BHEL.
8. The evaluation criteria for Price Bids will be based on NPV calculation and applicable reference values are as below for NPV calculation:
 - a. Depreciation rate: NA
 - b. Applicable tax: 25.17%
 - c. Residual/salvage value: NA
 - d. Discounting rate: 8.5 %
 - e. Insurance rate: 0.0565%
9. Payment term, LD terms may vary with lease & outright purchase (refer enquiry terms & conditions).
10. For 6th & 7th year, AMC scope & Terms & conditions applicable as mentioned in Technical Specification & Tender Terms & conditions as applicable for 5 years.

Declaration: -

We have gone through and understood the above terms for submitting offer enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Signature with date:

(AFFIX OFFICIAL SEAL HERE) Name:

Designation:

Department:

ANNEXURE-II

1.0. SCOPE OF WORK

- 1.1. The vendor shall Supply, Install, Commission and provide Maintenance of A0 printer with online folder as per Annexure-I: Technical Specification and Checklist for A0 Printer with Online folder and inbuilt queuing software. The contract period shall be for 5 years.
- 1.2. Point by point confirmation for the Technical Specification given in Annexure-I to be provided. Offers received without confirmation to our specification will be liable for rejection. If needed additional sheets shall be used.
- 1.3. Vendor is required to give a total solution & services as per technical specification. The full working of all equipment and services is the responsibility of the Vendor. Vendor to ensure the integrated and total working of all the equipment to meet the specifications. In case, any extra item is required for complete functioning of the system, the same must be quoted and included in the price. Initial supply of items shall include all consumables required for functioning of the hardware.
- 1.4. Rental and Guarantee(R&G) period under financial lease shall be five years and the Total price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire rental and guarantee (R&G) period, all taxes and duties, insurance, any other incidental charges, etc.
- 1.5. All the items as required to meet the tender scope of supply shall be in the supplier's scope. Any equipment, material, software or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the vendor. Such items not quoted by the vendor, if found necessary during execution of the contract, shall have to be supplied at no extra charge by the vendor.
- 1.6. The vendor shall supply and install all cables, adapters, power cords and any other interconnects required by the systems to meet the specification. The vendor shall carry out all electrical and systems interfacing pertaining to equipment at Site as per the best international standards and practices.
- 1.7. Arranging requisite tools, measurement equipment and resources required for installation and commissioning of the hardware, software and other equipment is the responsibility of the vendor.
- 1.8. All software to be provided as part of the solution should be licensed to "Bharat Heavy Electricals Limited - Trichy". All documents, manuals, administration manuals and software CD/DVDs, hardware/software license details shall be

submitted to BHEL before commissioning the systems. All software shall come with at least one set of CDs/DVDs, etc. or the Software Product should be electronically downloadable from OEM website.

- 1.9. The vendor shall ensure that none of BHEL's equipment/structure/setup gets damaged during commissioning and operations of the supplied equipment. Any damages, if caused to BHEL's property due to Vendor's activity/negligence or the operations of the equipment, shall be rectified, repaired by the vendor at their own cost.
- 1.10. In case of lease contracts, the insurance (transit & during contract life) shall be in the scope of the vendor. In case of outright purchase, the transit insurance shall be in the scope of the vendor, whereas the onsite insurance during the contract life shall be in the scope of BHEL.
- 1.11. The financial lease is for a period of five years and consists of rental charges and Consumable & Maintenance charges.
- 1.12. The fixed rental charges include the following:
 - a. Design, Manufacture and testing at supplier's works
 - b. Packing, forwarding, transit insurance and transportation to BHEL's premises.
 - c. Installation and commissioning including transfer of data if any.
 - d. Insurance at BHEL premises.
 - e. All applicable taxes shall be included and individually specified
- 1.13. The fixed rental charges, Consumables & Maintenance Charges per linear meter and fixed residential service engineer charges are firm for the entire contract period and payable subject to SLA clause (Refer point 2.0).
- 1.14. Billing for Consumables and Maintenance Charges will be done based on the actual linear meters printed per quarter as certified by end user. Vendor to confirm acceptance.
- 1.15. The total Linear Meter quantum (10,00,000) for 5 years mentioned in the bid is provided as an Estimate only. In case the actual quantum of Linear Meter exceeds the quantity mentioned in PO, the Service provider (Vendor) shall extend the Maintenance and Consumable supply at the same printing charge per Linear Meter as per PO, for the quantum exceeding the estimated quantum. Bidder to confirm the same.
- 1.16. **Order will be placed for 5 years. BHEL reserves the right to place the AMC order for the 6th and 7th year on the successful bidder based on the need at a later date if required. In case BHEL opts to go for AMC for 6th and 7th years, successful bidder of this tender should provide the same. Vendor to confirm acceptance.**
- 1.17. Arranging vehicle /manpower required for moving the equipment in BHEL premises till commissioning will be vendor's responsibility.
- 1.18. If vendor is not OEM and an authorized business partner of OEM, suitable back to back service agreement with OEM shall be entered by vendor for equipment, spares, consumables and service support for the entire contract period. Copy of the agreement shall be submitted to BHEL. Contract period will start only after verification of the same.
- 1.19. Payment terms shall be as mentioned in tender.
- 1.20. **BHEL reserves the right to retain and own the equipment at the end of the lease rental period (5 Years) by paying the terminal value Re. 1/- (Rupee one only).**

- 1.21. The vendor shall undertake maintenance of A0 printer, Online Folder, its peripherals and other items covered by this order including upgradation of software packages supplied for entire contract period. The maintenance shall include all consumables required for printing except paper which shall be in the scope of BHEL.
- 1.22. The vendor shall provide Fixes / patches on the specific hardware/software platform.
- 1.23. Onsite Manpower: The vendor shall post at BHEL Trichy premises one resident engineer from the contractor, with sufficient stocks of spares and consumables at BHEL Trichy to ensure stipulated availability, who will take care of maintenance and oversee operation of the equipment covered under this order. The above manpower to be deployed for the entire contract period.
- 1.24. The vendor should provide the service escalation matrix to BHEL for resolving problems within the stipulated time.
- 1.25. Consumable and Maintenance charges shall be quoted on per linear meter basis. Consumable and Maintenance charges will be paid in arrears at end of quarter along with fixed rental charges. 5% on the linear meter reading will be reduced towards wastage while calculating the quarterly linear meter reading and in case the wastage is abnormal over and above the 5% norms, then the actual wastages shall be deducted including the paper cost. The printing scope includes appropriate folder function also, hence the drawings printed and not properly folded will not be taken for linear meter accounting for calculation of Consumable and Maintenance charges. Total linear meter for quarterly payment shall be as certified by End user department, which is final and binding.
- 1.26. Contract period will start only after satisfactory installation and commissioning of equipment including all hardware and software products and after receipt of commissioning report by end user. The installation and commissioning certificate shall be jointly signed by the User Department's representative and the Vendor's representative. Quarterly rental charges (provided uptime as specified is maintained) become payable at the end of each Quarter.
- 1.27. The system offered must be capable of using the stationery generally available in India and the quality of paper shall not be reason for any downtime or malfunction of printer system.
- 1.28. All the equipment supplied shall have proper closing (covers) to avoid insects or rats entering into the cabinet and damage any component.
- 1.29. The vendor shall supply and install all cables, adapters, power cords and any other interconnects required by the systems to meet the specification. The vendor shall carry out electrical and network cabling pertaining to the equipment. Only one 15 Amps power socket will be provided by BHEL.
- 1.30. If the Supply or Installation is delayed due to reasons not attributable to BHEL, BHEL reserves the right to go for alternative procurement.
- 1.31. All computer peripherals should be capable of working under Windows operating systems starting from Windows 10 and including the latest Windows desktop/server operating systems those are released within the expiry of the contract period. If BHEL wants to connect the peripherals to a future release of Windows operating system, the vendor may install it as soon as the drivers are available.
- 1.32. Vendor has to specially verify that the offered products have no deviations from BHEL technical specification.

- 1.33. Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment will not be accepted. Vendor shall submit certificates from OEM that all items supplied under this contract are brand new and not used elsewhere.
- 1.34. The income tax depreciation will be claimed by BHEL.
- 1.35. Training of BHEL end user personnel on configuration and proper usage during installation will be part of the contract.
- 1.36. Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL will affect the insurance from the lease rental.
- 1.37. Subcontracting Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of BHEL which will not be unreasonably withheld.
- 1.38. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- 1.39. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.
- 1.40. The bidder shall provide necessary Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.
- 1.41. The Bidder shall arrange for boarding, lodging and logistics of onsite commission engineer and resident engineer/manpower.
- 1.42. The quarterly AMC period will commence only after:
- a. Successful commissioning of the printer and signing of commissioning certificate.
 - b. Signing of Bipartite Lease Agreement applicable for financial lease contract.
 - c. Proof of maintenance contract with OEM for the total contract duration.
 - d. Newness certificate from OEM
- 1.43. The printer should be able to print A0 and below sizes up to A3.
- 1.44. Printer and Folder should be of same make. In case of different OEM for A0 Printer and A0 Online folder, bidder to submit acceptance letter from OEM of A0 Printer.
- 1.45. Make, Model, Product No and Details of each Item must be mentioned clearly in the offer.
- 1.46. Fixed Price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price
- 1.47. Maintenance during the entire contract period shall not be sub-contracted. The maintenance manpower posted at site shall be direct employees of the bidder.

- 1.48. Vendor must offer all the software, licenses and support for complete solution. All licenses must be in the name of BHEL. Licenses and renewal policies must be kept valid for entire duration of the contract.
- 1.49. The Vendor shall include and provide all other hardware or software items that are not explicitly mentioned herein but are required to fulfil the intended specification.
- 1.50. No items shall be offered whose end of sale has been declared by the OEM or has been declared to be under phase out.

2.0 Service Level Agreement (SLA):

- 2.1. Bidder shall be responsible for continuous and smooth operations for the entire contract period.
- 2.2. The supplier shall carry out proper maintenance of the hardware, after the commissioning, so as to ensure and provide a minimum of 97% uptime of whole system consisting of main equipment and accessories on a quarterly basis considering 8 hours' operation per day.
- 2.3. Downtime calculation for A0 printer, online folder and other accessories:
In addition to breakdown during operating hours, preventive Maintenance and non-operation for want of consumables are also counted as downtime. Downtime calculation is as follows:
Operating hours per quarter = $30 \times 8 \times 3 = 720$ hrs.
(considering 30 days per month, 8 hours per day)
Operating hours for 97% uptime per quarter = $720 \times 97\% = 698.40$ Hrs.
Maximum downtime allowed per quarter = $720 - 698.4 = 21.60$ Hrs.
- 2.4. If 97% uptime is maintained in a quarter, 100% Maintenance charges will be paid for that quarter. If less than 97% uptime, proportionate reduction will be made in Maintenance charges. For example, in case of 96.2% uptime, 0.8% (97% - 96.2%) of Maintenance charges will be deducted for that quarter.
- 2.5. The supplier is to note that, in case of breakdown of any critical equipment, the pro rate cut will apply to all other hardware and peripherals affected by the breakdown.
- 2.6. If the uptime for equipment / system falls below 95% continuously for 3 months, BHEL reserves the right to demand that the system / equipment be replaced by the Vendor, without any extra charge.
- 2.7. If the availability of the system or part thereof is continuously below 75% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.
- 2.8. In event of unauthorized absence of on-site manpower for more than two days, the deductions will be made on pro rata basis of Residential Maintenance Engineer Charges.
- 2.9. The total of payment cut is subject to a maximum of 10% of total quarterly charges for all the items.
- 2.10. Maintenance and service shall cover services, repairs and replacements necessary to keep the hardware and software in good working conditions.
- 2.11. The vendor shall maintain sufficient spares & consumables in BHEL Trichy premises to ensure immediate attention in case of break down, as the vendor is responsible for supply of consumables/spares. Non-availability due to want of consumables/spares will be treated as downtime.
- 2.12. Any problem referred by the user department shall be attended to within 24 hours from the time of call.
- 2.13. If the operation of the Printer is not satisfactory (Due to excessive wastage of paper, poor quality of copies / prints, wastage of paper due to miss feed), printer shall be replaced within 3 working days.

2.14. Any complaint shall be resolved immediately and that at any point of time, if any machine is down and a delay is anticipated in repairing, suitable temporary replacement printer shall be provided for continuity of the service.

SPECIAL TERMS AND CONDITIONS(TECHNICAL)

3.0 Price and Validity:

3.1. Price quoted should be strictly as per the price format. Applicable GST % to be specified.

3.2. Prices quoted should be valid for a period of 180 days from the date of techno-commercial bid opening.

3.3. Prices quoted shall be firm till the end of Contract Period.

4.0 Supply & Installation Schedule:

4.1. Supply, installation and commissioning shall be completed within 60 days from the date of Order.

5.0 Liquidated Damages (LD):

5.1 Liquidated damages (LD) will be applicable as mentioned in the tender.

6.0 Warranty & Support:

6.1. In case of Financial lease: All the supplied equipment / systems (hardware/software) shall be covered under a Comprehensive On-Site Warranty & service support for the entire contract period. The period shall start from the date of successful commissioning of the Equipment / System.

6.2 In case of Outright Purchase: The equipment shall be guaranteed for its performance for 12 months from the date of commissioning at BHEL Works or 18 months from dispatch whichever is earlier.

6.2. Warranty shall cover the following:

1. Repair / Replacement of faulty / defective Hardware and other supplied items inclusive of supply of all types of spare parts etc. (Including batteries if any)
2. All Software Patches, Upgrades, updates, Service Packs, etc. of the Operating System and all other Software supplied by the OEM must be made available free of cost during the entire warranty period. Software subscription and any other subscription required during entire lease period.
3. Installation / Re-Installation / Maintenance and update patches, upgrades, updates and fixes of OS, System software and other software supplied in the contract.
4. Licenses shall be perpetual and made current whenever the license policy of the Software changes during the contract period.

6.3. Support during Annual Maintenance Contract Period:

1. Monitoring, logging and reporting on Daily/ Weekly/ Monthly basis as required by BHEL in the specified formats to monitor the Performance and operations of the printer.
2. Periodic health checks of the systems using diagnostic tools and implementing proactive rectification measures.

3. Troubleshooting performance related issues.
4. Analysing and reporting all system related issues.
5. Managing users, roles and print jobs of all the relevant subsystems.
6. Liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work.
7. All incidents must be documented and logged as per the format specified by BHEL.
8. Backup of all configurations.
9. Service level agreement, Terms of payment, Spares, Statutory requirement of the 5-year lease period shall be applicable for AMC period (6th & 7th year) also.
10. BHEL reserves the right to operate Annual Maintenance Contract for 6th and 7th years (after 5-year contract period) if BHEL decides so at a later date. In case BHEL opt to go for AMC, the rates finalized in this tender and its terms and conditions will be applicable for 6th and 7th years. Rental charges will not be paid for 6th and 7th years as BHEL owns the equipment after 5-year financial lease period.

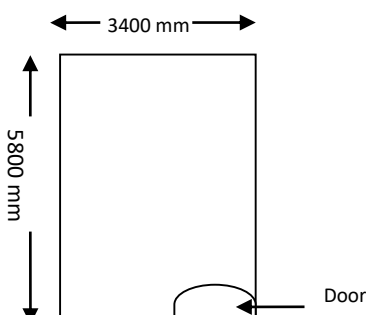
6.4. On-Site Engineer

1. One qualified, trained and certified Resident Maintenance Engineer in the respective A0 printer with online folder Management with at least 3 years of experience on such printer shall be posted by the vendor at BHEL.
2. The Resident Maintenance Engineer shall do Monitoring, logging and reporting on Daily/ Weekly/ Monthly basis as required by BHEL in the specified formats to monitor the Performance and operations of the printer. Periodic health checks should be performed for the systems using diagnostic tools and implementing proactive rectification measures. He shall also be responsible for ensuring uptime of the A0 printer with online folder.
3. Vendor shall arrange for boarding, lodging and logistics of Resident Maintenance Engineer.
4. If the Resident Maintenance Engineer posted goes on leave for more than 3 days, then another equivalent engineer shall be posted until the engineer returns back. The engineer shall proceed on leave only with permission of BHEL.
5. If change of Resident Maintenance Engineer is requested by BHEL, citing reasons, the vendor shall arrange for replacement engineer within 02 (Two) weeks, having the same or higher competence level.
6. In case of resignation of Resident Maintenance Engineer, the vendor shall arrange for replacement engineer within two days, having the same or higher competence level.

Technical Specification and Checklist for A0 Printer with Online folder (Annexure – IX)

SI No	Description	Vendor confirmation	Remark / Reference to Technical literature
	A0 Printer		
1)	Specify the make & Model		
2)	Specify Printer Technology (e.g. LED / Laser)		
3)	OEM support pack labour /parts /on-site warranty for the contract period		

4)	Minimum 5 A0 Prints per minute in Monochrome (Output)		
5)	Minimum 400 DPI		
6)	Electronic Collation		
7)	Auto Roll Switching		
8)	Job Accounting		
9)	Provision for using Minimum 3 rolls simultaneously -3" Core Size		
10)	Automatic media Cutter		
11)	Support Print output Size 914mm X 15m (A3 to 36" Width x 15 m)		
12)	Minimum 4GB RAM		
13)	Minimum 500 GB HDD Hard disc drive		
14)	USB and 100 Base-T Fast Ethernet, With External print Controller. Protocol Suit: TCP/IP		
15)	Remote management software to monitor & manage the system from remote location		
16)	Compatible with Windows 10 & latest		
17)	Drivers for Windows 10 & latest - 32 bit & 64-bit, Embedded file submitter.		
18)	Drivers for AutoCAD: 2012 upto latest version for Windows 10 upto latest		
19)	Drivers shall be updated as and when released by the OEM		
20)	Driver for ADOBE Acrobat 8,9 & 10 upto latest		
21)	TIFF 6.0, CALS/G4, HP-GL/2, HP RTL Print Languages		
22)	Adobe Postscript3 with PDF		
23)	Adobe PDF, TIFF to be handled directly without native application		
24)	Files of type HPGL, HPGL2, Adobe PostScript to be handled		
25)	Confirm Printer supplied with one set of all consumables (fully loaded) and ready for use		
26)	Specify the Optional Accessories		
27)	List of consumables suppliers in India.		
28)	Both printer and online folder should be able to handle paper thickness of 80 to 100 GSM.		

29)	Should be integrated with the BHEL Print management software		
	A0 ONLINE FOLDER - compatible to the printer.		
30)	Specify the make (Note: Quoted A0 Online folder should be compatible with the A0 printer. In case of different OEM for A0 Printer and A0 Online folder, bidder to submit acceptance letter from OEM of A0 Printer.)		
31)	Specify the Model		
32)	Integrated Online Folder operating at the same speed as Printer.		
33)	Programmable Folding Options.		
34)	210mm with Binding Edge		
35)	210mm without Binding Edge		
36)	190mm Fanfolds		
37)	Cross-Fold option also to be provided		
38)	Spares and consumables availability at BHEL Trichy premises to be provided		
39)	Voltage Stabilizer with Over-voltage protection for the Printer and the Folder.		
40)	Inbuilt Print and Queue Management Software to be provided by OEM: The printer, in combination with the supplied Print and Queue Management software must have the capability to print Tiff and PDF files [upto the latest versions of these formats] directly without the need for the native application [eg Adobe Acrobat]. In addition, provision to create Job Control Files (ASCII format) and add / delete queue entries through external programs must be made available. The inbuilt print and queue management software must manage print sets (jobs) intelligently, by priority, using queues and polled directories.		
41)	Offered models should be able to accommodate in the printer room of dimension L x B (5800 mm x 3400 mm)  The diagram shows a rectangular room with a width of 3400 mm and a length of 5800 mm. A door is located at the bottom right corner of the room.		

ANNEXURE-IV

PRE-QUALIFICATION REQUIREMENTS (PQR)

Sl. NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	Eligibility	Essential qualification requirements of the contractor for tender submission shall be as under: (1) Average Annual financial turnover for any of the three consecutive years during the last seven financial years, should be at least ₹ 12.57 Lakhs. Documents to Prove Financial Soundness for any of the three consecutive Financial years out of seven years i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. (Document (c) of Sl. No. 2 to be submitted.)	
		(2) Contractors having experience of successfully completed similar works* after 31-03-2018 should be any of the following three categories: (Document (a) and (b) of Sl. No. 2 to be submitted.) a) Three similar completed works costing not less than the amount equal to Rs.16.76 Lakhs each (excluding GST) (or) b) Two similar completed works costing not less than the amount equal to Rs. 20.96 Lakhs each (excluding GST) (or) c) One similar completed work costing not less than the amount equal to Rs. 33.53 Lakhs (excluding GST)	
		(3) Bidder should be authorized partner or reseller for the quoted product. Bidder to submit OEM Authorization Letter or Valid Partnership Agreement/ Certificate with OEM. (Document (e) of Sl. No. 2 to be submitted.) (Applicable for both MSE & Non-MSE bidders) (*) 'Similar Works' shall mean successful execution of Supply, Installation and Commissioning of A0 Printers with online folder.	
2	Document "Copies" to be submitted with tender	a) LOA's of the works completed.	
		b) Work Completion certificates for the LOA's referred.	
		c) Certified Balance sheet and P/L account statement duly certified by the chartered accountant for the financial years.	
		d) OEM Authorization Letter or Valid Partnership Agreement / Certificate with OEM.	
3	UDYAM Registration/ DIPP Certificates	As per GOI Circulars/ Notifications/ Office Memorandum the recognized MSE and Start-up are exempted from prior experience and prior turn over criteria subjected to adhere the technical specifications as prescribed in NIT. For availing start-up benefits, relevant certificates issued by department of industrial policy and promotion (DIPP) shall be submitted along with the techno-commercial bid.	
<ol style="list-style-type: none"> 1. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened. 2. Bidder shall visit the Plant before submitting their offer to get to know the location for deploying suitable personnel for these works & understanding the scope of work (if required). 3. BHEL, Trichy reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry. 4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria. 5. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected. 6. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill. 			

Compliance: Accepted to comply all the above points
SIGNATURE OF THE BIDDER (WITH SEAL AND ADDRESS)

<u>ANNEXURE-V</u>		
<u>ENQUIRY TERMS & CONDITIONS</u>		
SL. NO	<u>Description of Items</u>	Bidders Confirmation
<u>A. General Conditions of the Tender:</u>		
1.	<ul style="list-style-type: none"> ➤ The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://eprocurebhel.co.in/nicgep/app . The bidder would be required to register on the e-procurement https://eprocurebhel.co.in/nicgep/app and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED ➤ The tender will be operated on Two part bids basis i.e. Part I -Techno-Commercial Bid & Part II- Price Bid in EPS PORTAL ONLY. ➤ Techno-Commercial Bid: Containing Technical details, specifications, commercial terms and conditions Taxes, delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per ANNEXURE-V ➤ Price details Containing the price of all the quoted items in EPS PORTAL. ➤ This Tender is hosted in NIC portal & offer to be submitted through NIC portal only. ➤ You are requested to submit your 2 parts offer before due date & time given in RFQ through EPS PORTAL only. ➤ Tender should not be addressed to any individual's name / designation. ➤ Attached documents/tenders should be free from CORRECTION AND ERASURES. Any correction in any attached document should have been attested. ➤ If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored ➤ Please submit point wise compliance to our specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please ensure that all terms & conditions are filled. Commercial terms agreed in Part-1 Techno commercial Bid table of NIC portal is final, anywhere else mentioned will not be considered. ➤ Offer(s) received after due date and time as mentioned in EPS portal will not be considered under any circumstances. ➤ If the due date of tender opening happens to be a holiday, those tenders will be opened on future working day for which corrigendum will be issued. ➤ Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder ➤ Normally offer to be submitted with in due date only. Any tender due extension request to be given on or before 48hrs of due date & time ➤ Validity of quoted rates should be maintained minimum for 120 days from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period. 	

- The rates are to be quoted on F.O.R. BHEL TRICHY STORES basis ONLY and Packing & marking charges, Freight & Transit Insurance charges which are payable to supplier. All the items should be supplied at our STORES, BHEL / TRICHY at your own cost. Offers with any other delivery conditions is not acceptable. Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's office at TRICHY and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us).
- The offered equipment shall be "New". Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.
- The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for and any such action is not liable for any question or claim against BHEL.
- The BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units.
- Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
- If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
- Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- The following points shall be taken note while quoting the rates:
 - The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - Sufficient manpower to be provided.
 - No work kept unfinished in shift.
 - Contractor should not claim for any variation in quantity.
 - At the end of completion, the contract may be extended on mutual agreement.
 - Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
 - Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
 - In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
- QUOTING: The tenderer should quote the total lumpsum price for the entire contract scope. Percentage allocation against each rate schedule is provided in price bid for your quoting purpose. Individual schedule rates so derived based

on the total lumpsum price shall be deemed to be the contract rate for all purpose.

- Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
- The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- The correspondence exchanged against the tender between the bidder and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- Any transaction / communication pertaining to the tender carried out by the bidder and BHEL round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion to cancel their offer/quotation.
- The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
- Incomplete offers shall become liable for rejection.
- All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
- The tenderer should fill and sign the "Check List of Enclosures" which forms part of the technical bid.
- Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
- If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
- BHEL reserves the right to negotiate with L1 bidder.
- Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- Discrepancy in "words "& "Figures ":

- If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- In case Letter of Intent (LoI) is issued through email, the computer generated time and date of mail shall be construed as the official time and date of release of LoI. In as much as this date is within the last date of validity given by the bidder the LoI is said to have been issued within the validity period and shall be binding on both the parties to the business.
- BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
- The "Important note to Bidders before quoting , GENERAL CONDITIONS, INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work/supply to be entered into.
- Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 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 L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
- If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
- BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefore. The contract may be awarded to one or more contractors, either in full or part.
- All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.

	<ul style="list-style-type: none"> ➤ Offers received with any deviation or without relevant information are liable to be rejected. ➤ Price bids received in any form other than prescribed in PRICE BID are liable to be rejected. ➤ The bidder has to quote(which is excluding GST) only in Price Bid. GST percentage to be mentioned separately in price bid. ➤ The price quoted for this tender must be inclusive of all taxes and duties and excluding GST. ➤ Taxes and Duties: Taxes applicable under GST should be specifically stated in offers along with GST Number and HSN Number failing which BHEL will not be liable for payment of such Taxes. BHEL Trichy: GSTN Code: 3AAACB4146P2ZL, Registered Address with GSTN: Bharat Heavy Electricals Limited HPBP and SSTP, Thiruverumbur, Trichy – 620014. ➤ Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL. ➤ For any tender related clarifications, please email to subramanian.s@bhel.in/mpraja@bhel.in. ➤ Seeking clarification on Tender Specification: Clarifications on tender specification if any may be sought by the bidders during the office hours only from the Dy Engineer/CPSP/Purchase - Phone no- 0431-2577427. 	
2.	<p>Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”</p>	
3.	<p>Evaluation of the Offer:</p> <ul style="list-style-type: none"> ➤ The price bid shall be evaluated as a package and not as line items. The contract will be finalized based on the overall LOWEST value and will be awarded to <u>single bidder</u> only as mentioned in “Important note before Quote “and other T&C mentioned in the tender. ➤ The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened. ➤ Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison. ➤ BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order. ➤ In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from 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 respective L-1 bidder(s) or their representative(s). ➤ Ranking will be done accordingly, BHEL’s decision in such situations shall be final and binding. ➤ In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative 	

	<p>(or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.</p>	
4.	<p><u>Payment Terms:</u></p> <ul style="list-style-type: none"> ➤ For Indigenous (Non-MSE) Bidders: ➤ In case of Outright purchase: <ul style="list-style-type: none"> • For SUPPLY PO (Purchase Order).: <p>80% payment of Supply PO value shall be made after 90 days from the date of receipt of material at BHEL.</p> • For BALANCE OF SUPPLY PO & SERVICE PO: <p>Balance 20% of Supply value plus 100% of the I&C PO value will be paid against Final Minutes of Meeting for I&C, jointly signed by BHEL and Supplier and submission of 10% of Performance Bank Guarantee (PBG) of total order value.</p> • AMC Payment: Annual Maintenance Charges to be paid in quarterly arrears after 90 days of service certification by BHEL engineer and submission of PBG equal to 10% of annual charges (after expiry of service PBG for I&C). The PBG shall have validity of one year and shall be renewed annually (over a period of 20 qtrs. in equal installments for 5 years). ➤ In case of Financial Lease: <ul style="list-style-type: none"> • 100% quarterly payment will be made at the end of each quarter after 90 days from date of submission of invoices and certification of BHEL Engineer against submission of PBG equal to 10% of annual charges. The PBG shall have validity of one year and shall be renewed annually till completion of Lease period (Total order value will be paid in equal instalments over 20 Qtrs.). <p>6th & 7th year AMC as below:</p> <ul style="list-style-type: none"> • 100% quarterly payment will be made at the end of each quarter after 90 days from date of submission of invoices and certification of BHEL Engineer against submission of PBG equal to 10% of annual charges. The PBG shall have validity of one year and shall be renewed annually till completion of Lease period. <ul style="list-style-type: none"> ➤ In case of lease purchase, Lease period will start only after successful installation and commissioning of all hardware and software products as per the requirement and the issue of the commissioning certificate. Quarterly lease rental charges (after deduction for any SLA non-conformance) become payable at the end of each quarter. The payment will be made within 90 days for Non-MSME vendors and within 45 days for MSME vendors. Uniform rental rate will be paid in all quarters. However, for the first quarter, pro-rata payment will be made for the number of days from the date of acceptance certificate ending with the calendar quarter. Thereafter for each calendar quarter payment will be made. Payment will be released after submission of verified invoices and on certification by BHEL, ITSS official and other documents to be submitted by vendor for claiming quarterly rental charges. ➤ Payment terms for Micro & Small Enterprises (MSEs): Within 45 days after acceptance of material. To entitle the above payment terms, the supplier 	

	<p>should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of MSE.</p> <ul style="list-style-type: none"> ➤ Payment terms for Medium Enterprises: Within 60 days after acceptance of material. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of Medium Enterprises. ➤ Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender. ➤ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will not be considered. ➤ Lease Payment: The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL.. 	
5.	<p><u>Liquidated Damages / Penalty:</u></p> <p>5.1. It is clearly understood among the parties to the contract that Time is the essence of the contract. Therefore, the delivery/commissioning of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or dispatches the goods, beyond the Delivery Period specified in Delivery & Installation schedule, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of 0.5% of the value of goods delayed for each week of delay subject to a maximum of 10% of the order value will be levied.</p> <p>5.2. Liquidated damages @ 0.5% of the order value per week of delay subject to a maximum of 10% of the order value shall be applicable for delay in the Installation Period specified in Supply & Installation schedule for completion of the Installation & Commissioning work. For the purpose of imposing LD, the delivery date shall be considered. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>5.3. The LD mentioned in 5.1 and 5.2 will be deducted from the first quarter charges. In case the amount to be deducted is more than the first quarter charges, the same will be adjusted from the subsequent quarter.</p> <p>5.4. Liquidated damages @ 0.5% of the corresponding Quarterly AMC charges per week of downtime of printer and folder subject to a maximum of 10% of the corresponding Quarterly AMC charges shall be applicable.</p>	
6.	<p><u>EARNEST MONEY DEPOSIT (EMD)</u></p> <p>EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.</p> <ul style="list-style-type: none"> ○ EMD AMOUNT: Refer Annexure-A1 of this tender document ➤ EMD given by all unsuccessful tenderers will be refunded after award of contract. 	

	<ul style="list-style-type: none"> ➤ EMD shall not carry any interest. ➤ EMD of successful tenderer will be retained as part of Security Deposit. ➤ EMD should be valid on the tender opening date. ○ EMD WAIVER DOCUMENTS ➤ EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate. ➤ EMD is waived off for Start-up companies by submitting relevant certificates issued by Department of Industrial Policy and Promotion. ○ MODES OF DEPOSIT OF EMD AMOUNT: ➤ The EMD may be accepted only in the following forms: ➤ Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – A1) for vendors’ reference. ➤ Demand draft, in favour of BHEL, Trichy-14 payable at Trichy (along with offer). ➤ 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) ➤ In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from scheduled bank, provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/-and rest ₹2,00,000/- to be submitted through other modes mentioned above. ○ FORFEITURE OF EMD: ➤ EMD by the tenderer will be forfeited as per tender documents if: ➤ 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. ➤ The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract. ➤ 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. ➤ The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract. ➤ In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer. ➤ “No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL”. ➤ “BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit”. 	
7.	<u>SECURITY DEPOSIT:</u>	

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

Modes of deposit:

- The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- EMD of the successful tenderer will be converted and adjusted against security deposit.
- EMD and security deposit shall not carry any interest.
- Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction.
- Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

	<ul style="list-style-type: none"> ➤ 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 therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make ygood in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced. 	
8.	<p><u>Performance Bank Guarantee (PBG):</u></p> <p>In case of Outright Purchase:</p> <ul style="list-style-type: none"> ➤ The successful vendor shall have to furnish a Performance / completion of the Contract Bank Guarantee (PBG) for 10% of the Total PO value (Supply + I&C) in the format enclosed within 30 days from the date of PO (Refer PBG format as Annexure-XV). ➤ Submission of PBG equal to 10% of annual charges (after expiry of service PBG). The PBG shall have validity of one year and shall be renewed annually (over a period of 20 qtrs. in equal installments for 5 years). ➤ If the supplier fails to submit the PBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. ➤ Validity of PBG shall cover the agreed Guarantee period including completion of Supply, Installation & Commissioning of equipment, job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for I&C by BHEL, as prescribed in PO. ➤ "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security 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 I contract, from the bills along with due interest ". ➤ PBG shall be kept valid covering the agreed Guarantee period (with additional 3 months as claim period) the date agreed in Final Minutes of Meeting for I&C issued by BHEL. ➤ Validity of PBG = Delivery period + I&C Period + Guarantee period + 3 months for claim period. <p>In case of financial lease:</p> <ul style="list-style-type: none"> ➤ The bidder in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of total Annual charges. 	

	<p>PBG clause for 6th & 7th year AMC as below: 100% quarterly payment will be made at the end of each quarter after 90 days from date of submission of invoices and certification of BHEL Engineer against submission of PBG equal to 10% of annual charges. The PBG shall have validity of one year and shall be renewed annually till completion of Lease period.</p> <p>List of Consortium Banks: Deutsche Bank AG, HDFC Bank, Citi Bank NA, Standard Chartered Bank, ICICI Bank Ltd, HSBC Bank, JP Morgan, Axis Bank, The Federal Bank Ltd., Kotak Mahindra, Indusind Bank, Yes Bank.</p> <p>List of Nationalized Banks: Allahabad Bank, Andhra Bank, Bank of Baroda, Canara Bank, Central Bank, Corporation Bank, Indian Bank, Indian Overseas Bank, Oriental Bank of Commerce, Punjab National Bank, Punjab & Sindh Bank, State Bank of India, Syndicate Bank, UCO Bank, Union Bank of India, United Bank of India, Vijaya Bank, IDBI.</p> <ul style="list-style-type: none"> ➤ If PBG is issued by foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodge in any one of the Indian counters of the Foreign Bank which issued the PBG. ➤ PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL. ➤ All bank charges incurred on account of issuance of PBG will have to be borne by the vendor. <ul style="list-style-type: none"> ○ It should be typed in the INR 100 value of stamp paper. ○ It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials. ○ It should be submitted with bank covering letter with sign and seal of the bank official. ➤ Offers from vendors not accepting to submit PBG are liable for rejection. 	
9	<p><u>Inspection & Testing:</u></p> <ul style="list-style-type: none"> ➤ All equipment/software shall be subject to inspection by BHEL and acceptance of the equipment/software will be carried out after installation of the same at BHEL. ➤ All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL Stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch. However, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL. 	
10.	<p><u>Test certificates / Operating and Maintenance Manuals:</u></p> <p>The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost</p>	
11.	<p><u>Short Supply / Warrantee replacement:</u></p>	

	<ul style="list-style-type: none"> ➤ In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on "FOR BHEL Stores" basis. ➤ In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL. For such short supplies shall be borne by the supplier. ➤ Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis. 													
12	<p><u>Guarantee (Refer Technical Specification)</u></p> <p>The equipment shall be guaranteed for its performance for 12 months from the date of commissioning at BHEL Works or 18 months from dispatch whichever is earlier.</p>													
13.	<p><u>INTEGRITY PACT:</u></p> <p>Signed Integrity pact (IP) should be furnished along with offer (Refer IP format-ANNEXURE-XII). IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only.</p> <p>IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="204 1211 1305 1447"> <thead> <tr> <th>SI. No.</th> <th>IEM</th> <th>Phone & Email</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IF with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above EM(s). All correspondence with the IEMs shall be done through email only.</p> <p><u>Note:</u></p> <p><i>No routine correspondence shall be addressed to the 1EM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly</i></p>	SI. No.	IEM	Phone & Email	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
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3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in												

	<p><i>to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s):</i></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1) Name: S Subramanian Deptt: MM/CPSP/Purchase Address. BHEL-HPBP-TRICHY Phone: (Landline/ Mobile) 0431-2577427 Email: subramanian.s@bhel.in Fax: NA</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2) Name: Mr Sonu Majhi Deptt: MM/CPSP/Purchase Address. BHEL-HPBP-TRICHY Phone: (Landline/ Mobile) 0431-2575636 Email: sonu@bhel.in Fax: NA</p> </td> </tr> </table>	<p>1) Name: S Subramanian Deptt: MM/CPSP/Purchase Address. BHEL-HPBP-TRICHY Phone: (Landline/ Mobile) 0431-2577427 Email: subramanian.s@bhel.in Fax: NA</p>	<p>2) Name: Mr Sonu Majhi Deptt: MM/CPSP/Purchase Address. BHEL-HPBP-TRICHY Phone: (Landline/ Mobile) 0431-2575636 Email: sonu@bhel.in Fax: NA</p>	
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14.	<p><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <ul style="list-style-type: none"> ➤ As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration No. along with Udyam registration certificate. MSE suppliers can avail the intended benefits only if they submit Udyam registration certificate along with the offer. ➤ 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately. ➤ In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier. ➤ Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%. ➤ Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. ➤ If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. ➤ Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs. ➤ In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL. ➤ MSE suppliers can avail the intended benefits if they submit Udyam registration certificate along with the offer. In line with gazette notification No. S.O. 2347(E) dated 16.06.2021 regarding extension of validity of earlier MSME certificates (i.e. UAM, EM-II etc.) upto 31.12.2021, MSE suppliers can also avail the 			

	<p>intended benefits if they submit Valid EM-II certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed along with the tender) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>	
15.	<p><u>Preference to Make in India:</u></p> <p>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 respective 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</p>	
16.	<p><u>Restrictions for Procurement from a country sharing its land border with India</u></p> <p>For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.</p>	
17.	<p><u>RISK PURCHASE CLAUSE:</u></p> <ul style="list-style-type: none"> ➤ In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract. ➤ The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier. ➤ The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: <ul style="list-style-type: none"> • From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. • from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit • In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. 	
18.	<p><u>Set-off Clause:</u></p> <p>BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	

19.	<p><u>Cartel Formation:</u></p> <p>All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.</p>	
20.	<p><u>Fraud Prevention Policy:</u></p> <p>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.</p>	
21.	<p><u>CONFLICT OF INTEREST:</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> ➤ they have controlling partner (s) in common; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ➤ they receive or have received any direct or indirect subsidy financial stake from any of them; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ➤ they have the same legal representative/agent for purposes of this bid; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ➤ they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ➤ Bidder participates in more than one bid in this bidding process, Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid: <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ➤ In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ➤ A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, <p style="text-align: center;">or</p> <p>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/Management, only one unit shall quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/management units in same/similar line of business.</p>	
22.	<p><u>FORCE MEJEURE CLAUSE: -</u></p> <p>Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of</p>	

	<p>Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	
23.	<p><u>ARBITRATION:</u></p> <p>All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/MM Head or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Trichy.</p> <p>Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Trichy alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.</p>	
24.	<p><u>Patent Right:</u></p> <p>The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	
25	<p><u>Resolution of Disputes</u></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent</p>	

Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

- The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- Notes:
- No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.
- The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions
- 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 other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .
- 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 provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- The seat of arbitration shall be Trichy, Tamil Nadu, India.
- The cost of arbitration shall be borne as per the award of the Arbitrator.
- Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation 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 commercial contract(s) between Central Public

	<p>Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
26.	<p><u>Suspension of Business dealings with Suppliers:</u></p> <p>Any supplier against whom action has been initiated under “suspension of business dealings with suppliers” are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL’s policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof:</p> <ol style="list-style-type: none"> 1. Commitment by BHEL BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity 2. Commitment by Bidder/ Supplier/ Contractor <ul style="list-style-type: none"> ➤ The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. ➤ The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL ➤ The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL ➤ If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php 	
27.	<p><u>Treatment of Banned / Under-performing Vendors:</u></p> <p>Any supplier who has been put on “Hold” or “Banned” from having business dealings with BHEL, Trichy or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on “Ban”</p>	

	then further processing of the offer will not be taken up and in case an order is placed, BHEL, Trichy may resort at their discretion to cancel the PO either fully or partially.	
28.	<p><u>Non-Disclosure Agreement:</u></p> <p>The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for NDA is attached as Annexure- XIV</p>	
29.	<p><u>Confidentiality</u></p> <p>Vendor shall at all times undertake to maintain complete confidentiality of all information. Resident engineers and other connected people shall sign Non-Disclosure Agreement format as specified in the tender. Successful bidder shall sign Bipartite Agreement as per BHEL Format.</p>	
30.	<p><u>INDEMNITY:</u></p> <p>The Successful Tenderer shall agree to the following conditions: Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:</p> <p style="padding-left: 40px;">breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.</p> <p style="padding-left: 40px;">i) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.</p> <p style="padding-left: 40px;">ii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings</p> <p style="padding-left: 40px;">iii) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.</p> <p>The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.</p>	
31.	<p><u>CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -</u></p> <p>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,</p> <p style="padding-left: 40px;">a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,</p> <p style="text-align: center;">OR</p>	

	<p>c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.</p> <p>d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of shipping/ Stores/ M&S, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/Shipping or AGM/Stores or AGM/ M&S or the same shall be recovered from the Contractor by other means.</p> <p>e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.</p> <p>f) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.</p>	
32.	<p><u>CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT: -</u></p> <p>If the Contractor:</p> <p>a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorized representative;</p> <p>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;</p> <p>c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.</p>	
33.	<p><u>TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-</u></p> <p>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.</p>	
34.	<p><u>SPECIAL POWER TO TERMINATION: -</u></p>	

	<p>If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.</p> <p>"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."</p>	
35.	<p>CAUTION:</p> <ul style="list-style-type: none"> ➤ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. ➤ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL. 	
36.	<p>Weight & Cubage of package:</p> <ul style="list-style-type: none"> ➤ Approximate Net weight of the total consignment: _____ ➤ Approximate Gross weight of the total consignment: _____ ➤ Approximate volume of the total consignment: _____ 	
37.	<p>SUBMISSION OF BILLS BY CONTRACTOR: -</p> <ul style="list-style-type: none"> ➤ The Contractor at the end of each quarter shall submit a bill in triplicate. The Contractor shall, once in every month, submit to BHEL-ITSS, separately details of actual linear meters printed per month. ➤ Vendor shall submit following documents for processing the bills: ➤ In the first quarter: <ul style="list-style-type: none"> a. Copy of lease agreement. b. Newness certificate for all equipment c. Copy of insurance valid for one year d. Proof of delivery / installation certificates signed by BHEL coordinator e. Invoice in triplicate f. SLA reports for the quarter (certified by the BHEL) g. Certificate for payment of GST along with copy of payment challan. h. Minimum wages compliance (Pay slips of employees deployed) & PF, ESI remittance challan. ➤ All subsequent quarters: <ul style="list-style-type: none"> a. SLA reports for the quarter (certified by the BHEL) b. Invoice in triplicate c. Certificate for payment of GST along with copy of payment challan. d. Minimum wages compliance (Pay slips of employees deployed) & PF, ESI remittance challan. 	

	<p>➤ Annually:</p> <p style="margin-left: 40px;">a. Copy of renewal of insurance valid for the next one year b. Document proof for Software license renewal as applicable.</p> <p>NOTE: -</p> <p>➤ Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.</p> <p>➤ No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"</p>	
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Declaration: -
We have gone through and understood the above Terms & Conditions for submitting offer enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Signature with date:
(AFFIX OFFICIAL SEAL HERE) Name:
Designation:
Department:
(Please Affix Your Signature with Seal on Each Page)

B. GENERAL CONDITIONS OF THE CONTRACT (APPLICABLE FOR ALL BIDDERS)

1.	<p>DEFINITION: -</p> <p>In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) "The Officer-In charge" means, the Officer deputed by the SDGM/ITSS to supervise the work or part of the work.</p> <p>e) "Approved" and "Directed" means, the approval or direction of SDGM/ITSS or person deputed by them for the particular purposes.</p> <p>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</p>	
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	<p>SDGM/ITSS authorized to invite tenders and enter into contract for works on behalf of the Company.</p> <p>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.</p> <p>h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.</p> <p>i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.</p> <p>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.</p>	
2.	<p>HEADING TO THE CONTRACT CONDITIONS: -</p> <p>The heading to these conditions shall not affect the interpretations thereof.</p>	
3.	<p>WORK TO BE CARRIED OUT: -</p> <p>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.</p>	
4.	<p>DEVIATIONS: -</p> <p>The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.</p>	
5.	<p>OCTROI AND OTHER DUTIES: -</p> <p>All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.</p>	
6.	<p>PLANT AND EQUIPMENT: -</p> <p>The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.</p>	
7.	<p>ASSIGNMENT OF TRANSFER OF CONTRACT: -</p> <p>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.</p>	
8.	<p>SUB-CONTRACT: -</p> <p>The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.</p>	
9.	<p>COMPLIANCE TO REGULATIONS AND BYE-LAWS: -</p> <p>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.</p>	

10.	Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.	
11.	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.	
12.	All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.	
13.	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.	
14.	CONTRACTOR'S SUPERVISION: - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM to act on his behalf. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself. The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.	
15.	The AGM/MM Head 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.	
16.	The AGM/MM Head 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.	
17.	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.	
18.	DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: - The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.	

19.	LAW'S GOVERNING THE CONTRACT: -The contract shall be governed by the Indian Laws for time being in force.	
20.	<p>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.</p> <p>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,</p> <p style="text-align: center;">OR</p> <p>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,</p> <p style="text-align: center;">OR</p> <p>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.</p>	
21.	<p>RECOVERY FROM CONTRACTOR: -</p> <p>Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.</p>	
22.	<p>Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.</p>	
23.	<p>The quantities mentioned in the tender are only tentative and approximate with variation up to 10%. No compensation will be paid in case of deviations in the mentioned quantities.</p>	
24.	<p>SIGNING OF CONTRACT: -</p> <p>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.</p>	

25.	All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.	
26.	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.	
27.	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.	
28.	Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.	
29.	Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.	
30.	Terms not forming a part of the Contract but of the Tender shall deemed to be incorporated into the Contract.	
31.	BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.	

Declaration: -

We have gone through and understood the above Terms & Conditions for submitting offer enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Signature with date:

(AFFIX OFFICIAL SEAL HERE) Name:

Designation:

Department:

(Please Affix Your Signature with Seal on Each Page)

C. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

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

13.	<p>NOTE: -</p> <ul style="list-style-type: none"> ➤ Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection. ➤ No row shall be left blank. Please indicate NA, in case the item is "Not Applicable" 	
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Declaration: -

We have gone through and understood the above Terms & Conditions for submitting offer enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Signature with date:

(AFFIX OFFICIAL SEAL HERE) Name:

Designation:

Department:

(Please Affix Your Signature with Seal on Each Page)

D. SPECIAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL BIDDERS)

1.	The contract will be finalized based on the overall LOWEST value and to be awarded to single party only.	
2.	The minimum safety equipment's to be provided for the contractor's workmen under this contract. It is responsibility of the contractor not only to provide the work force with such safety equipment as may be considered necessary for the execution of the work but also to ensure their wearing while working.	
3.	The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted. The contractor should also depute an able literate supervisor in the absence of the contractor, for proper supervision and for receiving instruction etc.,	
4.	Contractor shall deploy adequate manpower to carry out every day work wherever required in more than one shift.	
5.	The contractor should carry out the work at the place identified by the authority concerned with in the premises of BHEL.	
6.	Inspection shall be carried out by contract executing in charges after completion of work.	
7.	BHEL reserves the right to increase or decrease the tendered quantity.	
8.	This work shall be in force for contract period from the date of commencement of work. The period of the contract may be renewed or extended on mutual understanding	
9.	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.	
10.	Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.	
11.	In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.	

12.	The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work.	
13.	COMPLIANCE TO REGULATIONS AND BY-LAWS: The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-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	
14.	BHEL reserves the right to reject any offer without assigning any reason whatsoever.	
15.	The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.	
16.	The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.	
17.	The contractor's quoted rate shall inclusive of the Minimum wage plus all statutory payments like PF, ESI and Bonus for the same.	
18.	Statutory deductions like IT etc. will be deducted from contractor's payment as required by law.	
19.	The contractor has to follow the below mentioned without fail. <ul style="list-style-type: none"> i. Minimum wages as announced by the government from time to time to be paid as applicable to the labor's engaged along with adhoc amount as prescribed by BHEL Rs.4100/- for skilled worker, Rs.3700/- for semi-skilled worker and Rs.3200/- for unskilled worker. ii. Bonus shall be paid as per Bonus act. iii. Paid weekly off shall be given for every six days of continuous work. iv. One day Earned Leave for every 20 days' work shall be given. v. P.F., (For Rs.15000/- only) and E.S.I contributions to be made at the prescribed rates on wages paid inclusive of adhoc amount as mentioned above. vi. Shall arrange to provide E.S.I medical cards. vii. Every month wage slip to the labour's viii. Annual slip for the P.F. contribution to be issued ix. Annual returns for the P.F. and E.S.I payments to be filed x. Safety and Personal Protective Equipment's are to be provided xi. Maintain Attendance register xii. Maintain Wage register 	
20.	For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.	
21.	Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.	
22.	<u>GST:</u> Registration & GST Rate: <ul style="list-style-type: none"> a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed). b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No. c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %. d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both. <u>Invoicing & Payment:</u>	

The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

- i. BHEL-TRICHY GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
- ii. HSN Code or Service Accounting Code for supply of goods or services.
- iii. Name & address of supplier
- iv. GSTIN of Supplier
- v. Consecutive Serial Number & date of issue
- vi. Description of goods or services
- vii. Total value of supply
- viii. Taxable value of supply
- ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- x. Amount of Tax charged
- xi. Place of supply
- xii. Address of delivery if different from place of supply
- xiii. Signature of authorized signatory

a) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:

- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii. Discharging the GST tax liability to the Government.
- iii. Submission of Tax Invoice to BHEL.
- iv. Submission of proof of payment of GST to BHEL.
- v. Availing of Input Tax Credit by BHEL.

GST Requirements:

- a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (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 GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b. 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. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. Invoices will be processed only upon completion of statutory requirement and further subject to following:
Vendor declaring such invoice in their GSTR-1 Return/ IFF
Receipt of Goods or Services and Tax invoice by BHEL.
- e. As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, 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 GSTN 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 GSTR-2A/ GSTR-2B).

- f. 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.
- g. 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
- h. 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.
- i. 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.
- j. 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 will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- k. As per the provisions of Section 194Q of the Income Tax Act, we BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN AAACB4146P, had turnover in the preceding financial year for more than Rs 10 Crores.
- l. Hence, we are liable as buyer to deduct tax at source on the payment for invoices issued by Supplier on or after 1st July 2021. Accordingly, discontinue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onward.
- m. We shall deduct the eligible TDS u/s 194Q on the payments for invoices issued on or after 1st Jul 2021. TDS deducted so, shall be deposited to the Income Tax Department, and TDS certificate to this effect. Tax credit of such TDS shall reflect in FORM26AS of the supplier at the end of same quarter in which TDS is deducted.
- n. For Suppliers who have not filed Income Tax returns for the last 2 preceding assessment years, TDS deduction at higher rates will be applicable as per Section 206AB and Section 206CCA of Income-tax act.
- o GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.

➤ **Input tax credit:**

- a) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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 (details to be uploaded in GSTN portal).

- b) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

➤ Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

➤ Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

➤ Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statuary variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statue shall be carried out.

➤ The following details to be furnished by the bidder:

Sl. No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

- a. If any change in GST (statuary variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statue shall be carried out.
- b. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc. for the labourer & staff deployed in the work.
- c. The contractor will have to submit the GST Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to

	pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. The Bharat Heavy Electricals Limited will not entertain any claim in this regard.	
23.	BHEL does not guarantee ordering of any minimum quantity on any contractor,"	
24.	<p>Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Trichy or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encase any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defense to the other said entity for enforcement of such a right that:</p> <p>(a) both entities are legally distinct/ separate entities, or</p> <p>(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/member of the other said entity.</p>	
25.	The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor.	
26.	In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BH	
27.	BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained.	
28.	Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises.	
29.	The Contractor hereby understands and agrees that BHEL TRICHY is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL	
30.	<p>BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p> <p>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices</p>	

	<p>and precincts thereof, project execution, Installation and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.</p> <p>c) Compensation in respect of each of the victims: 1.In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) 2.In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh).</p> <p>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee’s Compensation Act, 1923.”</p>	
31.	The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.	
32.	In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.	
33.	BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days’ notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.	
34.	Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.	
35.	Offers of the contractors/ suppliers, against whom, any unit of BHEL had initiated process for “Suspension of business dealings” or already done will be summarily be rejected	
36.	The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.	

NOTE: -

- Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- No row shall be left blank. Please indicate NA, in case the item is “Not Applicable”

Declaration: -

We have gone through and understood the above Terms & Conditions for submitting offer enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Signature with date:
(AFFIX OFFICIAL SEAL HERE) Name:
Designation:
Department:

(Please Affix Your Signature with Seal on Each Page)

ANNEXURE-VI

DETAILS TO BE FILLED BY THE BIDDER

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6	Self-declaration for Confirmation on not hold/delist/banned by any of BHEL unit as on bid opening date.	
7	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
8	PAN no and documentary proof (Photo copy has to be enclosed)	
9	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
10	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
11	Applicable GST quoted	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
12	MSE Details (along with CA certificate) if applicable	

ANNEXURE- VII

UNPRICED-BID-FORMAT (Financial Lease)

Quarterly AMC Charges for 5 Years for Option 1 & 2												
Maintenance + Spares and Consumables charges (in Rs.)												
Part - B	Sl. No	Item Description	Qty	Approximate Print Quantum for Quarter (In Linear Meter)	Rate / Linear Meter (Excluding Taxes) (in Rs)	Total Value (Excluding Taxes) (in Rs)	% of GST	Tax Value (in Rs.)	Total Value including all taxes (in Rs.)	ITC GST	Net Value / Quarter excluding all taxes (in Rs.)	
				quarterly		quarterly		quarterly	quarterly			
				Q	A	B	C = A X B X Q	D	E = D X C	F = C + E	G = E	H = F - G
	1	Maintenance Cost Including Repairs, Spares etc.,	1	50000								
	2	Consumables Cost (Toner + Developer Drum Kit + Other Consumables)	1	50000								
					Unit Cost (excluding taxes in Rs.)	Total Value (excluding taxes in Rs.)	% of GST	Tax Value (in Rs.)	Total Value including all taxes (in Rs.)	ITC GST	Net Value / Quarter excluding all taxes (in Rs.)	
3	Resident Maintenance Engineer	1	#NA									
Total AMC for 5 years (H X 4 X 5)												
Quarterly AMC Charges for 6th and 7th Year for Option 1 & 2												
Maintenance + Spares and Consumables charges (in Rs.)												
Part - C	Sl. No	Item Description	Qty	Approximate Print Quantum for Quarter (In Linear Meter)	Rate / Linear Meter (Excluding Taxes) (in Rs)	Total Value (Excluding Taxes) (in Rs)	% of GST	Tax Value (in Rs.)	Total Value including all taxes (in Rs.)	ITC GST	Net Value / Quarter excluding all taxes (in Rs.)	
				quarterly		quarterly		quarterly	quarterly			
				Q	A	B	C = A X B X Q	D	E = D X C	F = C + E	G = E	H = F - G
	1	Maintenance Cost Including Repairs, Spares etc.,	1	50000								
	2	Consumables Cost (Toner + Developer Drum Kit + Other Consumables)	1	50000								
					Unit Cost (excluding taxes in Rs.)	Total Value (excluding taxes in Rs.)	% of GST	Tax Value (in Rs.)	Total Value including all taxes (in Rs.)	ITC GST	Net Value / Quarter excluding all taxes (in Rs.)	
3	Resident Maintenance Engineer	1	#NA									
Total AMC for 2 years (H X 4 X 2)												

ANNEXURE- VIII

UNPRICED-BID-FORMAT (OUTRIGHT)

Name of the company:											
Price Format for submitting Budgetary Quote for the procurement of A0 Printer (5 A0's / Min.) with online folder and Software											
Option 1 : Outright Purchase (all values in indian rupees)											
PART - A	Sl. No	Item Description (Quarterly Payment in arrear)	Qty	FOR BHEL-TRICHY* Price per Qty with Std. warranty in Rs.	Std. Warranty period in no. of years	Price per Qty without any warranty in Rs.	Taxes & Duties %	Taxes & Duties in value in Rs.	Total Price / Qty. including tax in Rs.	Total Price including all Taxes in Rs.	Total Price excluding all Taxes in Rs
			Q	A	B		C	$D = C \times A$	$E = A + D$	$F = E \times Q$	$H = Q \times A$
	1	Outright cost for A0 printer with online folder and Software	1								
Total outright purchase value excluding all Taxes in Rs.											
Space reserved for notes on warranty											
* FOR BHEL- Trichy , price includes basic price, P&F, insurance charges, etc.,											
Option 2 : Financial Lease for a period of 5 years (all values in indian rupees)											
PART - A	Sl. No	Item Description (Quarterly Payment in arrear)	Qty	Principal Rate (Equipment Cost)	Interest in % on Principal Rate	Interest value in Rs.	% of GST	Tax Value (in Rs.)	Total Rental Charges including all taxes (in Rs.)	ITC GST	Net Value / Quarter excluding all taxes (in Rs.)
			Q	Quarterly		quarterly		quarterly	quarterly		
	1	Lease rental charges for A0 printer with online folder & Software	1	A	B	$C = B \times A$	D	$E = D \times (A + C)$	$F = (A + C + E) \times Q$	$G = E$	$H = F - G$
Total Lease Value for five years including interest (H X 4 X 5)											

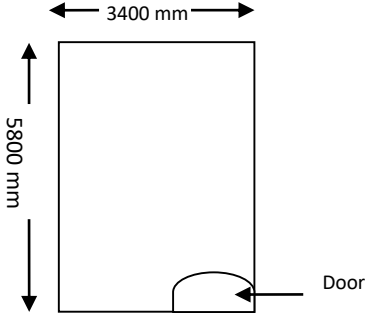
Total cost to BHEL for Option 1 (Outright purchase + AMC for 5 years + AMC for 6th and 7th year)		
Sl. No	Details	Total Price in Rs. (Excluding Taxes)
1	Total outright value of A0 Printer with online folder and software (Part - A for Outright purchase)	
2	Total maintenance cost (including repairs, spares etc.), Total Consumables cost (including Toner, Developer Drum Kit, other consumables etc.) and Resident Maintenance Engineer for 5 years (Part - B for 5 Years AMC)	
3	Total maintenance cost (including repairs, spares etc.), Total Consumables cost (including Toner, Developer Drum Kit, other consumables etc.) and Resident Maintenance Engineer for 6th and 7th year (Part - C for 6th and 7th year)	
Total value for 7 years		
Total cost to BHEL for Option 2 (Financial lease + AMC for 5 years + AMC for 6th and 7th year)		
Sl. No	Details	Total Price in Rs. (Excluding Taxes)
1	Total financial lease value of A0 Printer with online folder and software including interest (Part - A for Financial Lease)	
2	Total maintenance cost (including repairs, spares etc.), Total Consumables cost (including Toner, Developer Drum Kit, other consumables etc.) and Resident Maintenance Engineer for 5 years (Part - B for 5 Years AMC)	
3	Total maintenance cost (including repairs, spares etc.), Total Consumables cost (including Toner, Developer Drum Kit, other consumables etc.) and Resident Maintenance Engineer for 6th and 7th year (Part - C for 6th and 7th year)	
Total value for 7 years		
** End of Budgetary quote **		

ANNEXURE-IX

Technical Specification and Checklist for A0 Printer with Online folder

		Vendor confirmation	Remark / Reference to Technical literature
	A0 Printer		
1)	Specify the make & Model		
2)	Specify Printer Technology (e.g. LED / Laser)		
3)	OEM support pack labour /parts /on-site warranty for the contract period		
4)	Minimum 5 A0 Prints per minute in Monochrome (Output)		
5)	Minimum 400 DPI		
6)	Electronic Collation		
7)	Auto Roll Switching		
8)	Job Accounting		
9)	Provision for using Minimum 3 rolls simultaneously -3" Core Size		
10)	Automatic media Cutter		
11)	Support Print output Size 914mm X 15m (A3 to 36" Width x 15 m)		
12)	Minimum 4GB RAM		
13)	Minimum 500 GB HDD Hard disc drive		
14)	USB and 100 Base-T Fast Ethernet, With External print Controller. Protocol Suit: TCP/IP		
15)	Remote management software to monitor & manage the system from remote location		
16)	Compatible with Windows 10 & latest		
17)	Drivers for Windows 10 & latest - 32 bit & 64-bit, Embedded file submitter.		
18)	Drivers for AutoCAD: 2012 upto latest version for Windows 10 upto latest		
19)	Drivers shall be updated as and when released by the OEM		
20)	Driver for ADOBE Acrobat 8,9 & 10 upto latest		

21)	TIFF 6.0, CALS/G4, HP-GL/2, HP RTL Print Languages		
22)	Adobe Postscript3 with PDF		
23)	Adobe PDF, TIFF to be handled directly without native application		
24)	Files of type HPGL, HPGL2, Adobe PostScript to be handled		
25)	Confirm Printer supplied with one set of all consumables (fully loaded) and ready for use		
26)	Specify the Optional Accessories		
27)	List of consumables suppliers in India.		
28)	Both printer and online folder should be able to handle paper thickness of 80 to 100 GSM.		
29)	Should be integrated with the BHEL Print management software		
	A0 ONLINE FOLDER - compatible to the printer.		
30)	Specify the make (Note: Quoted A0 Online folder should be compatible with the A0 printer. In case of different OEM for A0 Printer and A0 Online folder, bidder to submit acceptance letter from OEM of A0 Printer.)		
31)	Specify the Model		
32)	Integrated Online Folder operating at the same speed as Printer.		
33)	Programmable Folding Options.		
34)	210mm with Binding Edge		
35)	210mm without Binding Edge		
36)	190mm Fanfolds		
37)	Cross-Fold option also to be provided		
38)	Spares and consumables availability at BHEL Trichy premises to be provided		
39)	Voltage Stabilizer with Over-voltage protection for the Printer and the Folder.		

40)	<p>Inbuilt Print and Queue Management Software to be provided by OEM: The printer, in combination with the supplied Print and Queue Management software must have the capability to print Tiff and PDF files [upto the latest versions of these formats] directly without the need for the native application [eg Adobe Acrobat]. In addition, provision to create Job Control Files (ASCII format) and add / delete queue entries through external programs must be made available. The inbuilt print and queue management software must manage print sets (jobs) intelligently, by priority, using queues and polled directories.</p>		
41)	<p>Offered models should be able to accommodate in the printer room of dimension L x B (5800 mm x 3400 mm)</p>  <p>The diagram shows a rectangular room with a width of 3400 mm and a length of 5800 mm. A door is located on the right side of the room, indicated by a semi-circular arc and an arrow pointing to the label 'Door'.</p>		

ANNEXURE-X

Commercial Terms & Conditions (Compliance Form)

SL NO	DESCRIPTION	Option	To be filled by bidder
1.	Delivery term: F.O.R BHEL Stores, Trichy (Acceptance is Mandatory)	FOR-BHEL STORES, Trichy	
2.	<p><u>Payment Terms:</u></p> <p>In case of Outright purchase:</p> <ul style="list-style-type: none"> • For SUPPLY PO (Purchase Order): 80% payment of Supply PO value shall be made after 90 days from the date of receipt of material at BHEL. • For BALANCE OF SUPPLY PO & SERVICE PO: Balance 20% of Supply value plus 100% of the I&C PO value will be paid against Final Minutes of Meeting for I&C, jointly signed by BHEL and Supplier and submission of 10% of Performance Bank Guarantee (PBG) of total order value. • <u>AMC Payment:</u> Annual Maintenance Charges to be paid in quarterly arrears after 90 days of service certification by BHEL engineer submission of PBG equal to 10% of annual charges (after expiry of service PBG). The PBG shall have validity of one year and shall be renewed annually (over a period of 20 qtrs. in equal installments for 5 years) . 	Accepted/ Not Accepted	
	<p>In case of Financial Lease</p> <ul style="list-style-type: none"> • 100% quarterly payment will be made at the end of each quarter after 90 days from date of submission of invoices and certification of BHEL Engineer against submission of PBG equal to 10% of annual charges. The PBG shall have validity of one year and shall be renewed annually. (Total order value will be paid in equal instalments over 20 Qtrs). 	Accepted/ Not Accepted	
	<ul style="list-style-type: none"> i. Payment terms for Micro & Small Enterprises (MSEs): Within 45 days after acceptance of material. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of MSE. ii. Payment terms for Medium Enterprises: Within 60 days after acceptance of material. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of Medium Enterprises. iii. Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender. 	Accepted/ Not Accepted	
	<p><u>Dealers/Traders</u> (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender.</p>		
3.	Delivery period (Supply & I&C): Within 60 Days from the date of Purchase order. (Refer ANNEXURE-V)	Accepted / Not Accepted	
4.	Delivery Period for I & C only (in Days) shall be indicated by Bidder	Indicate no of days	

5.	OFFER VALIDITY: 120 days from techno commercial bid opening. (Refer ANNEXURE-V)	Accepted / Not Accepted	
6.	LD CLAUSE as per ANNEXURE-V of tender Enquiry	Accepted / Not Accepted	
7.	Risk Purchase clause as per ANNEXURE-V of tender Enquiry	Accepted / Not Accepted	
8.	Firm Price: The quoted / finalized rates shall be Firm till execution of the supplies.	Accepted / Not Accepted	
9.	Guarantee / Warranty Period (if applicable as per Technical Specifications).	Accepted / Not Accepted	
10.	PBG clause (Refer ANNEXURE-V)	Accepted / Not Accepted	
11.	EMD clause (Refer ANNEXURE-V)	Accepted / Not Accepted	
12.	SD clause (Refer ANNEXURE-V)	Accepted / Not Accepted	
13.	HSN CODE for quoted items.	Supplier to Indicate HSN Code	
14.	Applicable GST %	Supplier to Indicate the GST%	
15.	Thoroughly gone through the enquiry documents and understood the techno commercial requirements and quoted accordingly.		

ANNEXURE-XI

/ On Bidder's office letter pad /

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 & order 04.06.2020 issued by DPIIT

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 against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
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:

Date:
Place:

(Please fill all the yellow color field)

ANNEXURE-XII

Integrity Pact – Refer ANNEXURE-XII in the tender document

Clause on IP in the tender

"Integrity Pact (IP)

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Phone & Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IF with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above EM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the 1EM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

1)

Name: S Subramanian

Deptt: MM/CPSP/Purchase

Address. BHEL-HPBP-TRICHY

Phone: (Landline/ Mobile) 0431-2577427

Email: subramanian.s@bhel.in

Fax: NA

2)

Name: Mr. Sonu Majhi

Deptt: MM/CPSP/Purchase

Address. BHEL-HPBP-TRICHY

Phone: (Landline/ Mobile) 0431-2575636

Email: sonu@bhel.in

Fax: NA

ANNEXURE XIII

NO-DEVIATION CERTIFICATE

(To be given in bidder's letter head)

Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Supply, Installation, Commissioning and Maintenance of A0 printer at BHEL-HPBP, Trichy

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 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”.

In case of any deviation (Technical or commercial) the same is mentioned below. (Bidders to please note deviations mentioned elsewhere would not be considered and such deviations would be null and void)

Sl.No.	Document Reference	BHEL specification	Firms Alternative offer (in Annexure-XIII(A))
Nil	Nil	Nil	Nil

- 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 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).
- 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.

(Bidder Name, Signature with Seal)

ANNEXURE XIII(A)

DECLARING DEVIATION CERTIFICATE

Deviation in Technical Specification

Table No.	Sl. No	Item or Parameter	Specification	Deviation	Alternate solution

Signed by:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____


Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

ANNEXURE XIV

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

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

Name
Company
Signature

[Restricted Use]

ANNEXURE XV

BANK GUARANTEE FORMAT (Refer attachment in Tender document)

Please note: The Validity period wrt our conditions applicable for the Supply / Installation & Commissioning.

ANNEXURE XVI

DECLARATION FOR NOT UNDER HOLD/DELISTED/BANNED

With reference to the tender<tender ref no>we confirm that we have not been under hold or delist or banned by any of BHEL unit or any other PSU or Government body as on bid opening date for <tender title >.

Signed by:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

ANNEXURE XVII

DECLARATION FROM BIDDER

We hereby declare and confirm that we have understood the works as per tender <tender ref no> and acquired full knowledge and information about the total works involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of works.

Also we declare that, we fully comply with all the requirements of the tender and confirm our willingness to participate in RA process if BHEL decides to go for RA.

Signed by:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

ANNEXURE XVIII

DECLARATION FOR NOT BANKRUPTED

With reference to the tender<tender ref no> we confirm that we have not been involved in any bankruptcy issues as on bid opening date for <tender title>.

Signed by:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

ANNEXURE XIX

Check List of Enclosures

Sl No	Documents to be attached	Reference document in bidder offer	Whether attached or not
1	Authorization letter from OEM citing reference of this tender		
2	Acceptance of Technical Terms and Conditions		
3	Technical specification of the offered solution to be filled in the Check-list format issued as Requirements in the tender		
4	Deviations, if any, as per BHEL's Format or "No-Deviations" Certificate		
5	Un-priced Commercial offer as per Price Format		
6	Quoted for all items		
7	Documents reference for meeting eligibility criteria clause as applicable.		
8	Signed copy of tender		
9	Income Tax Clearance Certificate of last three years		
10	Certificate of Incorporation		
11	Non-Disclosure Agreement		
12	Integrity Pact		
13	Performance Bank Guarantee		
14	CA certificate in case of MSME vendor		
15	Annual Turnover of Bidder		
16	Copy of Major Order received in last 10 years		
17	Confirmation on not hold/delist/banned		
18	Declaration from Bidder		
19	Commercial terms and conditions		
20	Critical Spares list		
21	Hardware/Software license details (along with feature list)		

ANNEXURE – A1

EMD through E-collect (Bank payment)

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

STEP BY STEP PROCEDURE:

Login to <http://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 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.

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/ expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

K
GOVINDARAJ
 Digitally signed by K
 GOVINDARAJ
 Date: 2023.06.14 10:08:14
 +05'30'

K Govindaraj , Engineer, MM/CP&SP

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place Trichy-14
Date 16.06.2023

SONU MAJHI
 Digitally signed by SONU MAJHI
 Date: 2023.06.14 10:10:30 +05'30'

Witness: SONU MAJHI, Manager
 (Name & Address) MM/CPSP&WC
24, bldg, BHEL, TRICHY-620014

Witness: _____
 (Name & Address) _____

0431-257 5636
sonu@bhel.in

Clause on IP in the tender

Integrity Pact (IP)

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1) **SONU MAJHI** Digitally signed by SONU MAJHI
Date: 2023.06.14 09:57:47
+05'30'
Name: SONU MAJHI
Deptt: MM/CPSP&WC
Address 24, bldg, BHEL, TRICHY-620014
Phone: (Landline/ Mobile)
0431-257 5636
Email: sonu@bhel.in
Fax: _____

S SUBRAMANIAN Digitally signed by S
SUBRAMANIAN
Date: 2023.06.14 09:52:34 +05'30'

(2)
Name: SUBRAMANIAN.S, Dy. Engineer
Deptt: MM/CP&SP
Address: 24, bldg, BHEL, TRICHY-620014
Phone: (Landline/ Mobile)
0431-257 7427
Email: subramanianian.s@bhel.in
Fax: _____

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date ⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD