



An ISO: 9001
Organization

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept.

☎: (0431) 257-5010

e-mail: umadsankar@bhel.in

Enq. No: 9252000012

03.02.2020

NOTICE INVITING TENDER

Dear Sir/ Madam,

Subject: Two Part Tender Inviting Techno-commercial and Price Bids for **“Bi-Annual rental rate contract for supply of festoon lights, pedestal type fans, PA system and DG set on rental basis during festivals and other programs at BHEL complex” (April 2020 to march 2022)** .Please submit your competitive offer for the above subject work as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

01.	Name of work	Bi-Annual rental rate contract for supply of festoon lights, pedestal type fans, PA system”. And DG set on rental basis during festivals and other programs at BHEL complex (April 2020 to march 2022)
02.	Earnest Money Deposit (EMD)	NIL
03.	Duration of the contract	24 Months (April 2020 to March 2022)
04.	Enquiry No. & Date	9252000012, dt.03.02.2020
05.	Last Date for Receipt of Tender	14.00 Hrs. on 24.02.2020
06.	Date of Technical Bid Opening	14.30 Hrs. on 24.02.2020
07.	Date of Price Bid Opening	Will be intimated to those who are Qualified separately.
08.	Guarantee Period	Not applicable

1. The Tender documents can be downloaded from BHEL website (http://www.bhel.com/tender/tender_home.php) free of cost.
2. Tender document contains **16 Pages** (Technical & Commercial Bid – 14 pages, Schedule for Price Bid 01 pages, Annexure A - 01 pages).
3. The duly filled Tender should be addressed to:

**THE ENGINEER,
MAINTENANCE & SERVICES / CONTRACTS,
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI, TAMILNADU - 620014.**



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Special Instructions:

Tender of the following work should be submitted in a sealed cover super- scribing the NAME OF WORK, ENQUIRY NUMBER, etc., consisting of **two inner sealed covers** super-scribed such as **1) Technical bid cover & 2) Price bid cover**.

- 1) Technical bid cover shall contain duly filled in Technical bid document signed by the tenderer in all the pages with documentary evidences for **Pre-Qualification Criteria (PQC)**. Any bid without proper documentary evidence for PQC shall not be considered for further evaluation.
- 2) One set of unpriced bid of Contract Work Schedule **duly filled & signed** by the tenderer for accepting the work content (Bill of Quantity- BoQ), should be submitted along with the Technical bid for technical evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 3) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- 4) All entries in the tender documents should be in one ink. Erasures, and overwriting are not permitted. All cancellations, and insertions should be duly attested by the tenderers concerned.
- 5) Offer should be **valid** for a period of **120 (One Hundred & Twenty) days** from Techno-commercial bid opening date.
- 6) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions.
- 7) Tender can be cancelled at any stage due to unavoidable circumstances.
- 8) The price bid cover shall contain price bid document in prescribed format **duly filled & signed by the tenderer** in all the pages. Care should be taken to fill the price bid without any overwriting & correction. Correction, if any, shall be duly attested by the Bidders concerned.
- 9) Clarification if any can be obtained from the Engineer/ Contracts/ M&S, BHEL, Trichy.
- 10) The complete Technical bid and price bid shall reach the office of the undersigned on or before **24.02.2020** at 14.00 Hrs.
- 11) The Technical bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the due date of receipt of offers and opening of the tender shall automatically fall on the same timing of the next working day unless intimated otherwise. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the Technical bid. You / Your authorized representative may participate in the tender opening.

Encl:

- 1) NIT – Notice Inviting tender (Consists of Preamble, Technical Bid & Price bid Schedule)
- 2) CA certificate – Sample Format



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PRE-QUALIFICATION CRITERIA

NAME OF WORK: Bi-Annual rental rate contract for supply of festoon lights, pedestal type fans, PA system and DG set on rental basis during festivals and other programs at BHEL complex (April 2020 to march 2022)

Ref: Enquiry no: 9252000012: dt. 03.02.2020; Due DT: 24.02.2020, 14.00 Hrs

The following eligibility criteria shall be complied to fulfill the Technical bid:

Sl. No	Description	Vendor to confirm
1	Only those bidder /vendor, who have supply, installation and handling of similar items and service to BHEL (or) other customers shall quote.	
2	The bidder /vendor should submit relevant documentary evidence (PO copy/W.O Copy) as a proof towards the supply, installation and handling of similar items to BHEL (or) other customers.	
3	The bidder /vendor should confirm all the above said points, without which the offer will not be qualified for further evaluation process.	
4	(i) BHEL Vendor code (if applicable) - (ii) PAN Number (Copy to be Enclosed) – (iii) GST registration Number (Copy to be Enclosed) – (iv) Mobile number (Which is linked to GST registration Number) – (v) Email id (Which is linked to GST registration Number) – (vi) SAC Code - Offer will be entertained only if the bidder submit the details as above & has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.	
5	Acceptance for Scope of Work as per the Enquiry.	
6	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in “General Terms & Conditions”.	
7	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.	



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SCOPE OF WORK

NAME OF WORK: Bi-Annual rental rate contract for supply of festoon lights, pedestal type fans, PA system and DG set on rental basis during festivals and other programs at BHEL complex (April 2020 to march 2022)

Ref: Enquiry no: 9252000012: dt. 03.02.2020; Due DT: 24.02.2020, 14.00 Hrs

Sl.No	SCOPE OF WORK	Qty	UOM
10/10	<p>Bi-Annual rate contract for Supply, installation and handling PA System: supply, installation and handling of PA system and removing the same after one day as per instruction of Engineer Incharge. The list of Programmes are given below at Trichy BHEL factory area to conduct the functions for period of one year</p> <p>List of PA System materials for rental rate contract work of one set consist of following items & quantities.</p> <ol style="list-style-type: none"> 1. High Quality Podium Lead mike -2Nos. 2. High Quality Lead mike with stand -2Nos. 3. Cordless mike:coller/Hand mike -2Nos 4. DVD Player -2Nos. 5. Mixer cum pre amilifier-16channel -1Nos. 6. Power amplifiers-2000/1000watts -3Nos. 7. Column Speakers-400watts -6Nos 8. Feedback speaker for stage-200w -2Nos. 9. Podium Box (GLASS) -1No. 10.Booster Box -1No. 11.Connecting cables for power supply and audio signals. <p>The list of Programmes are given below (For 2 years) -</p> <ol style="list-style-type: none"> 1.Dr.Ambedkar Birth anniversary day -1 day 2.Quality Month Programme -1 day 3.Fire day -1 day 4.National Safety day -1 day 5.Out sourcing Meet -1 day 6.BHEL day -2021 & 2022 -1 day 7.Arivalayam School Anniversary day -2 day 8.Others(CMD Programme/ED retirement etc.) - 2 days <p>Total days = 10 days / Year For TWO years = 20 Days .</p>	20	SET
10/20	<p>Bi-Annual rate contract for Supply, installation and handling Cordless hand Mike unit / coller Mike unit Cordless Mike Details (Additional requirement): Cordless coller mike / Hand mike unit with receiver units.</p>	20	NO
10/30	<p>Bi-Annual rate contract for Supply, installation and handling Lead mike with stand: Details of lead Mike (Additional Requirement):</p>	20	NO



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	<p>Lead mike stand including necessary mike leads, Jacks, Adapter, Control cable and Power cable etc suitable for Amplifiers.</p> <p>Terms and conditions: common for all four items under Sl.no 10 (for PA system related items)</p> <ol style="list-style-type: none"> 1. Contractor should install and ensure the PA system functions on four hours before the function time. 2. Operator should handle units up to end of the programme without interruption. 3. High performance, High Quality and standard company product units are only permitted for this scope of work. 4. Power supply will be arranged by BHEL on this programme. 5. No extra charges for transportations. 6. Tools and Lifting items will be arranged by vendor himself. 7. All supply cables will under contractor scope. 8. Bill to be submitted within 10days after completion of work. 9. PA system is required for one day only (Function day). 10. Date and month of Programme indicated are tentative. Actual date will be informed 7 days in advance. 11. Rate includes conveyance, labour for installation and removing etc. 		
20/10	<p>Bi-Annual rate contract for Supply,installation and handling 6V Serial Light</p> <p>Supply,installation and handling of 6 volt colour serial bulb sets suitable for AC 230v, 50HZ operation (LED/conventional bulbs) placed on tree branches and Building walls for Illumination and removing the same after one day of display as per instruction of Engineer In charge.</p> <p>The list of Programmes and locations are given below</p> <ol style="list-style-type: none"> 1.AMBEDKAR BIRTH ANNIVERSARY DAY-APRIL 2020 & APRIL 2021 LOCATION: Dr.AMBEDKAR STATUE, MD HALL AND NEAR BY. 2.KAMARAJAR MEMORIAL DAY LOCATION: GANESA POINT AND NEAR BY. 3.BHEL DAY 2021 & BHEL DAY 2022 LOCATION: ALL GATE ENTRANCES AND BUILDINGS: <ol style="list-style-type: none"> a.GATES ENTRANCE: 79 BLDG ,RPS,OHS,53 BLDG,WELFARE,MAINGATE,EDP,WRI,CCDP,24 BLDG,MHD,SSTP,EAST GATE,NORTH GATE,UNIT-II AND TRAINING CENTRE. b.BUILDING LOCATION:-GANESA LAND MARK,GANESA ROUNDANA,KAMARAJAR MEMORIAL PILLAR,79 BLDG,24 BLDG,EDP,NEHURU STATUE,RS KRISHNAN STATUE,VANAVIL PARK,VANAVIL PARK ROUNDANA,UNIT-II ROUNDANA,ROCK FORT GUEST HOUSE,WRI HOSTEL, TRAINEES HOSTEL 1&2,TRAINING CENTRE,ET 	1000	SET



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	HOSTEL, CAUVERY GUEST HOUSE, MD HALL AND HAND STATUE TO NORTH GATE. 4. ARIVALAYAM ANNUAL DAY 2021 and 2022 LOCATION: MD HALL AND NEAR BY.		
20/20	<p>Bi-Annual rate contract for Supply, installation and handling 12 V SERIAL LIGHT:</p> <p>Supply, installation and handling of 12volt colour serial bulb sets suitable for AC 230v, 50HZ operation (LED/conventional bulbs) placed on tree branches and Building walls for Illumination and removing the same after one day of display as per instruction of Engineer Incharge.</p> <p>The list of Programmes and locations are given below</p> <p>1. AMBEDKAR BIRTH ANNIVERSARY DAY-APRIL 2020 and APRIL 2021 LOCATION: Dr. AMBETHKAR STATUE IN & AND AROUND AND MD HALL ENTRANCE.</p> <p>2. KAMARAJAR MEMORIAL DAY LOCATION: GANESA POINT</p> <p>3. BHEL DAY 2021 and BHEL DAY 2022 LOCATION: ALL GATE ENTERANCE AND BUILDINGS: a. GATES ENTRANCE:: 79 BUDG, RPS, OHS, 53 BLDG, WELFARE, MAIN GATE, EDP, WRI, CCDP, UNIT-II, 24 BLDG, MHD, SSTP, EAST GATE, NORTH GATE AND TRAINING CENTRE.</p> <p>b. BUILDING LOCATION:- GANESA LAND MARK, GANESA ROUNDANA, KAMARAJAR MEMORIAL PILLAR, 79 BLDG, 24 BLDG, EDP, NEHURU STATUE, RS KRISHNAN STATUE, VANAVIL PARK, VANAVIL PARK ROUNDANA, UNIT-II ROUNDANA, ROCK GUEST HOUSE, WRI HOSTEL, TRAINEES HOSTEL 1&2, TRAINING CENTRE, ET HOSTEL, CAUVERY GUEST HOUSE, MD HALL AND HAND STATUE TO NORTH GATE.</p> <p>4. ARRIVALAYAM ANNUAL DAY 2021 and 2022 LOCATION: MD HALL</p>	500	SET
20/30	<p>Bi-Annual rate contract for Supply, installation and handling METAL HALIDE / HALOGEN LIGHT WITH CABLE:</p> <p>Supply, installation and handling of Metal halide/Halogen Focus light minimum 400w of AC 230v, 50HZ operation for Illumination and removing the same after one day of display as per instruction of Engineer Incharge.</p> <p>The list of Programmes and locations are given below</p> <p>1. AMBEDKAR BIRTH ANNIVERSARY DAY-APRIL 2020 and APRIL 2021 LOCATION: Dr. AMBETHKAR STATUE IN & AND AROUND</p>	50	NO



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	<p>AND MD HALL ENTRANCE AND NEAR BY.</p> <p>2.KAMARAJAR MEMORIAL DAY LOCATION: GANESA POINT</p> <p>3.BHEL DAY 2021 and BHEL DAY 2022 LOCATION: HAND STATUE,ANNA STATUE,AMBEDKAR STATUE KAMARAJER PILLARS.</p> <p>4.ARIVALAYAM ANNUAL DAY 2021 and 2022 LOCATION: MD HALL.</p>		
20/40	<p>Bi-Annual rate contract for Supply, installation and handling DESIGN LIGHT BOARDS:</p> <p>Supply, installation, and handling of Colour serial lights provided on rotating arrangements by using suitable rotator. Each Design board contains 150nos of 6volt/12volt serial light assemblies with electronic equipment arrangement for rotating the serial lights for illumination and removing the same after one day of display as per instruction of Engineer Incharge.</p> <p>The list of Programmes and locations are given below</p> <p>1.AMBEDKAR BIRTH ANNIVERSARY DAY-APRIL 2020 and APRIL 2021 LOCATION:Dr.AMBETHKAR STATUE IN & AND AROUND AND MD HALL ENTRANCE.</p> <p>2.KAMARAJAR MEMORIAL DAY LOCATION: GANESA POINT</p> <p>3.BHEL DAY 2021 and BHEL DAY 2022 LOCATION: HAND STATUE,ANNA STATUE,AMBEDKAR STATUE KAMARAJER PILLARS.</p> <p>4.ARIVALAYAM ANNUAL DAY 2021 and 2022 LOCATION: MD HALL.</p>	30	NO
20/50	<p>Bi-Annual rate contract for Supply, installation and handling BAR LIGHT FIXTURE and FOGGER UNIT:</p> <p>Supply ,installation and handling of Bar light fixture with metal halide lamps 400W of AC 230volts,50HZ operation (colour illumination bulbs ie. white, blue, green & orange) for Illumination,Digital light system and fogger/smoke unit for stage light system and removing the same after one day of display as per instruction of Engineer Incharge.</p> <p>Each Bar light fixture set contains Eight number of Metal Halide colour Lamps</p> <p>-</p> <p>The list of Programmes and locations are given below</p>	16	SET



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	<p>1.ARIVALAYAM ANNUAL DAY 2021 and ARIVALAYAM ANNUAL DAY 2022 and other programs etc.. LOCATION: MD HALL.</p> <p>Terms and conditions: common for all five items under Sl.no 20 (Light related items)</p> <p>1). Good quality colour light sets are only permitted. 2).6Volt/12Volt serial sets are to be suitable for 230volt AC 50HZ operation. 3). Required cables, controls switches all are under contractor scope. 4).Power supply will arranged by arranged BHEL at free of cost. 5). Contractor will complete the work one day before the programme day. 6).Lights will glow two days - ie. One day trail, one day function day for illuminate the area.Lights glowing hours are evening 18.00 hrs to next day morning 06.00 hrs. 7).Tools and Lifting taggle items are under contractor scope. 8).No transportation charges for internal buildings movements. 9).Security permission will be arranged by BHEL to vendor requisition (Day time only to permit the vendor to provide serial lights at factory building permises and to provide light sets at open area are on evening, night time also). 10).The rental charges is for One day means ie. For before day & programme day. 11).Serial Light set quantity may vary according to the management advice at the time of work order placements. 12).Bill to be submitted within 10days after completion of work. 13. Serial lights and colour lights engaged in the contract schedule for one day.ie previous day and function day. If it is required further days, optional rate for each day separately to be offered. 14).Rate includes conveyance, labour for installation and removing etc. 15).Date and month of Programme indicated are tentative. 16).Actual date will be informed 7 days in advance.</p>		
30/10	<p>Bi-Annual rate contract for Supply, installation and handling Pedestal type Fans:</p> <p>supply, installation and handling for Pedestal type fans at MD hall and Main gate premises for various programs conducted by BHEL for period of two years.</p> <p>The list of Programmes are given below -</p> <ol style="list-style-type: none"> 1.Dr.Ambedkar Birth anniversary day 2.Quality Month Programme 3.Fire Safety day 4.National Safety day 5.Out sourcing Meet 6.BHEL day -2021 and BHEL day - 2022 	100	NO



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	<p>7.Arivalayam School Anniversary day-2021 and 2022. 8.Others (CMD Programme/ED retirement etc.)</p> <p>Total Fans = 100 Nos</p> <p>Terms and conditions for item no 30 (FANS). -----</p> <p>1. Contractor should install and ensure the working condition of each pedestal fan on four hours before the function time. 2. Operator should handle units up to end of the programme without interruption. 3. High performance, High Quality and standard company product units are only permitted for this scope of work. 4. Power supply will be arranged by BHEL on this programme. 5. No extra charges for transportations. 6. Tools and Lifting items will be arranged by vendor himself. 7. All supply cables will under contractor scope. 8. Bill to be submitted within 10days after completion of work. 9. Pedestal fans are required for one day only (Function day). 10. Date and month of Programme indicated are tentative. Actual date will be informed 7 days in advance. 11. Rate includes conveyance, labour for installation and removing etc.</p>		
40/10	<p>Rental for 24 hours including mobilization / demobilization , installation ,operation and feeding the power supply to concerned area during function as standby for emergency purpose without any interruption. (1 SET = 1 OCCASION)</p>	3	SET
40/20	<p>Running charges for DG set per Hour</p> <p>Note: For the purpose of this contract DG set 125 KVA will be recokned as 18 litres per hour.No price variation will be allowed for Diesel rate.</p> <p>Terms and conditions:</p> <p>1. Contractor should install and ensure the working condition of DG set. 2. Operator should handle unit up to end of the office time without interruption and after the function is over,the DG set can be demobilized</p> <p>Terms and conditions of Rate contract: -----</p> <p>1) The rate quoted through this rate contract shall be valid for a period of two years. The rate will be maintained firm for entire period and No price variation in the price during the period is permissible. 2) This is only a rate contract and Supplementary orders will be issued as and when the requirement arises. BHEL reserves the right to not release any supplementary orders for the L1 vendor after award of Rate contract due to not requirement. 3) The Quantity and list of programme given in this tender is tentative only, Actuals may vary based on BHEL Requirement. It may vary +/- 20 %.</p>	36	HR



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GENERAL TERMS AND CONDITIONS FOR M&S ELECTRICAL CONTRACTS

1) SAFETY:

a) Safety precautions have to be ensured by the Contractor Depending on the work. Necessary work permit system and personal protective equipment's (PPE) such as electrical resistance rubber gloves, helmet, spectacle goggles, safety shoes, safety belt, etc. as applicable to Mechanical works should be adhered while carrying out the work.

b) PPES for appropriate trade job has to be ensured by the contractor at the job site at all times.

c) The work nature may demand working at heights and/or at depth areas. Hence all staff members must be of sound Physical and Mental Health who can complete the job without harming himself and others.

d) In case any employee found incompetent to carry out the work as stated above/ misbehaving others/ consumed alcohol, he shall be sent out of the factory and the contractor has to arrange alternate manpower immediately. Else the day shall be marked absent.

2) Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

3) TENDERING CONDITIONS:

a) The Bidders shall submit the offer in **TWO PART BID SYSTEM** (Part -I & II) as indicated below which shall be sealed in ONE OUTER ENVELOPE.

b) Envelope I- This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

c) Envelope II - This sealed envelope should contain price details. This envelope should be clearly marked as - "Part -II Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

d) All the two envelopes shall be put in one cover, duly sealed, super scribing as offer for Enquiry No., and due date of opening, Name of the work and the address and reference of the Bidder.

e) The offer should reach this office on or before the due date by 14.00 Hrs. (IST). Late offers will not be considered.

f) Tender should not be addressed to any Individual's name but only by designation to:

THE ENGINEER MAINTENANCE & SERVICES / CONTRACTS, 2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TIRUCHIRAPALLI TAMIL NADU, INDIA - 620 014.

g) All entries in Tender documents shall be clearly written in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

h) Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.

4) OPENING OF TENDERS:

a) The Part I - Technical & un-priced commercial bid alone would be opened on the Tender opening date (as mentioned in the enquiry) by 14.30Hrs(IST).

b) The Part II - Price bid of technically suitable Bidders alone would be opened. The Technically Suitable Bidders would be informed about the Price bid opening date.

c) Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

6. GST:

Sign & Seal of Contractor



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- =====
- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 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.
- 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:
- (i) Vendor declaring such invoice in Form GST ANX-1
- (ii) Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 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) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

Sign & Seal of Contractor



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7. LD/ PENALTY CLAUSE:

If the contractor fails to complete the work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted from the bill/ recovered from the SD for each week of delay or part there of subject to a max. of 10% of the total contract value.

8. Successful bidders have to submit filled forms forwarded by BHEL HR, i.e. Form-III & Form-VII (shall be given with WO copy) & submit to ALC, Pondicherry for License before commencement of work.

9. RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost, will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.

The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

10. SUSPENSION OF CONTRACT:

In the event of non-completion of contract/ un-satisfactory performance reported by the area Executive, resulting in cascading of events leading to impact in a negative way on financial/ safety/ procedures of various sections/ departments, the contract shall be terminated immediately with intimation and action shall be taken against the contractor as per the extant 'Guidelines for Suspension of business dealings with Suppliers/ Contractors'.

11. INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

13. BHEL FRAUD PREVENTION POLICY:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> & shall immediately bring to notice of BHEL management about any fraud/ suspected fraud as soon as it comes to their notice.

14. PF,ESI:

The workmen of contractor should be covered under PF, ESI

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.

"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.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

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 and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance

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guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites

c) Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)

(ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act,1923"

16.ARBITRATION: -

a).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 EXECUTIVE/BHEL-TRICHY, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

b).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.

c) 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.

17.PAYMENT THROUGH BANK:-

The contractor should remit the salary/wages for their workmen only through Bank. Monthly clearance will be given in respect of all contractors, if only the salary/ wages to the workmen has been remitted through the bank account of the contract workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month

18.TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

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

19.IMPORTANT NOTE:-

BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.

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COMMERCIAL TERMS AND CONDITIONS FOR M&S MECHANICAL CONTRACTS

- 1) 100% payment will be made after completion of work on pro-rata basis on submission of invoice in triplicate duly certified by Area In-charge.
- 2) Attendance register should be maintained.
- 3) Mode of Payment of **Security Deposit**:
 - a) **Bank Guarantee** from Scheduled Banks/ Public Financial Institutions as per Companies Act. Bank Guarantee format should have approval of BHEL or
 - b) **Local Cheques** of Scheduled Banks (subject to realization)/ **Pay Order/ DD/ Electronic Fund Transfer** in favour of BHEL or
 - c) **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) or
 - d) **Securities available from Indian Post Offices**, i.e. National Savings Certificates, Kisan Vikas Patras, etc. (held in the name of Contractor furnishing the security & duly endorsed/ pledged, as applicable, in favour of BHEL). While making such payment, Enquiry number should be mentioned in Remark column.
- 4) **Procedure to remit money to BHEL Trichy's Account (e-Collect Mode):**
 Login to : <https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=574693>
 - a) Accept the terms & conditions, click "PROCEED".
 - b) Select State "TAMILNADU" and Institution type "INDUSTRY". Select "BHEL TRICHY" under "INDUSTRY".
 - c) In the next page, select APPROPRIATE category, fill details correctly & click "SUBMIT".
 - d) If all details entered are correctly populated, click "CONFIRM" to proceed.
 - e) 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**).
 - f) SAVE & Keep the copy of receipt for future reference.
- 5) SD amount shall not carry any interest.
- 6) Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value.
- 7) **SD is forfeited** in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor
- 8) An additional payment as per circular ref. BHEL: HR: W: EW, dt.08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of Tamil Nadu:

Unskilled	- Rs.3200/-
Semiskilled	- Rs.3700/-
Skilled	- Rs.4100/-
- 9) Bonus @ 8.33 % to workmen to be paid.
- 10) **Rate should be quoted as per price bid format.**
- 11) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.
- 12) GST not to be included in quoted rate & to mention separately as percentage. Other taxes, if any, are inclusive.
- 13) Tax deduction will be made from every bill at the prevailing rate as per the Government rule and regulation from time to time.
- 14) Evaluation will be on overall L1 for all items as per price bid template. In case of tie in L1, price impact will be obtained. If still tie exist L1 bidder will be chosen by draw of Lot.

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SCHEDULE FOR PRICE BID

NAME OF WORK: Bi-Annual rental rate contract for supply of festoon lights, pedestal type fans, PA system and DG set on rental basis during festivals and other programs at BHEL complex (April 2020 to march 2022)

Ref: Enquiry no: 9252000012: dt. 03.02.2020; Due DT: 24.02.2020, 14.00 Hrs

Sl. No	SCOPE OF WORK	% ALLOCATION	VALUE	
			In Figures	In Words
10,20,30&40	Bi-Annual rental rate contract for supply of festoon lights, pedestal type fans, PA system and DG set on rental basis during festivals and other programs at BHEL complex (April 2020 to march 2022)	100 %		

Sl. No	SCOPE OF WORK	Qty	UOM	ALLOCATION %
10/10	PA System Arrangement.	SET	20	46.48%
10/20	Cordless Mic Unit.	NO	20	1.64%
10/30	Lead Mic with Stand.	NO	20	0.55%
20/10	6V Serial Lights.	SET	1000	16.33%
20/20	12V Serial Lights.	SET	500	4.14%
20/30	Metal Halide/ Halogen light with cable	NO	50	3.00%
20/40	Design Light Boards.	NO	30	4.92%
20/50	Bar Light fixtures and Fogger unit	SET	16	1.34%
30/10	Pedestal Type Fan.	NO	100	5.47%
40/10	Rental of 125 KVA DG Set Per Day	SET	3	4.88%
40/20	Running Charges for DG Set Per Hour	HOURL	36	11.25%

- ❖ The bidder should quote the lumpsum rate and not the individual rates for every item.
- ❖ GST not to be included in the quoted rate & to be mentioned as a percentage separately. Other taxes, if any, are inclusive.
- ❖ L1 offer will be decided based on cumulative L1 value and order will be placed on single contractor.
- ❖ Refer the Illustration (Annexure –A) for arriving the rates for individual items by BHEL for the total amount quoted by the vendor

****Detailed scope of work and other terms and conditions are specified in the Technical Bid of the Tender.**

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Annexure – A

ILLUSTRATION FOR ARRIVING THE RATES FOR INDIVIDUAL ITEMS BY BHEL FOR THE TOTAL AMOUNT QUOTED BY THE VENDOR

The rates for the individual items would be arrived by BHEL as follows

Assuming the lumpsum amount quoted by the vendor is 1,00,000 /- (One Lakh).

In this illustration assume there are fifteen items in the work. The respective percentage allocation is specified below.

Sl.No.	ITEM No.	Quantity	% Allocation
1	10/10	20	46.48%
2	10/20	20	1.64%
3	10/30	20	0.55%
4	20/10	1000	16.33%
5	20/20	500	4.14%
6	20/30	50	3.00%
7	20/40	30	4.92%
8	20/50	16	1.34%
9	30/10	100	5.47%
10	40/10	3	4.88%
11	40/20	36	11.25%

Then, For item no 10, Amount allocated for item 10/10 would be = $46.48\% \times 1,00,000$ (Since % allocation is 46.48 % for this item) = Rs.46480/-

Hence the rate for item 10/10 would be = $46480/20$ = Rs.2324/-

In the same manner the rates for all items would be arrived as follows,

Item 10/30	=	₹ 27.50
Item 20/10	=	₹ 16.33
Item 20/20	=	₹ 8.28
Item 20/30	=	₹ 59.8
Item 20/40	=	₹ 164
Item 20/50	=	₹ 83.13
Item 30/10	=	₹ 54.70
Item 40/10	=	₹ 1626.67
Item 40/20	=	₹ 312.50

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

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