

Name of Works: **SERVICE CONTRACT FOR MAGNETIC PARTICLE TESTING OF WELDMENTS IN BOILER COMPONENTS AT BHEL-TRICHY FOR 2020-21.**

Enquiry No.: **BHEL-TRY/ WCM/9472000051/ 13.07.2020**

**BHARAT HEAVY ELECTRICALS LIMITED**

**TIRUCHIRAPPALLI-620 014**

**WORKS CONTRACTS MANAGEMENT**

**NOTICE INVITING e-TENDER**

|     |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                    |
|-----|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 1.  | Tender Ref No:                                       | BHEL-TRY/ WCM/9472000051/ 13.07.2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                    |
| 2.  | Tender Type                                          | Open Tender -Two part ( e-Tender)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 3.  | Name of works                                        | SERVICE CONTRACT FOR MAGNETIC PARTICLE TESTING OF WELDMENTS IN BOILER COMPONENTS AT BHEL-TRICHY FOR 2020-21.                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                    |
| 4.  | Location of work                                     | BHEL-Trichy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                    |
| 5.  | Period of contract                                   | Twelve months from the date of award of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 6.  | Earnest Money Deposit Amount                         | As per B: Pre-qualification criteria : Earnest money deposit( EMD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                    |
| 7.  | Contents of Tender Document.                         | A] Part-I <u>Technical Bid</u><br>ANNEX-1A (Technical Bid-Qualifying Criteria)<br>ANNEX -1B (Scope of Work &Technical Terms and Conditions)<br>ANNEX -1C (General Terms & Conditions of Contract)<br>ANNEX -1D(Special Terms & Conditions of Contract)<br>ANNEX - A (No deviation certificate)<br>ANNEX - B (Declaration)<br>ANNEX - C ( EFT Format )<br>ANNEX - D ( CA Certificate for MSE Bidder)<br>ANNEX –E (EMD payment Instruction E-COLLECT)<br>ANNEX -F( CONTRACT AGREEMENT)<br>B] Part- II <u>Price Bid</u><br>ANNEX –II (Price bid) | <u>Pages</u><br>05<br><br>06<br>11<br>02<br>01<br>01<br>01<br>01<br>01<br>08<br><u>Pages</u><br>01 |
| 8.  | Submission of offer                                  | To be submitted electronically by logging to e-procurement portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |
| 9.  | Contact details for queries related to tender        | SATYA PRAKASH, DY. MANAGER / WCM;<br>0431 257 5242; e-mail: <a href="mailto:satyaprakash@bhel.in">satyaprakash@bhel.in</a><br>M BALAMURUGAN, MANAGER/ WCM;<br>0431 257 6757; e-mail: <a href="mailto:mbn@bhel.in">mbn@bhel.in</a>                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 10. | Contact details for queries related to scope of work | Shri B K SETHUPATHY, MANAGER/ NDTL<br>0431 257 5996; e-mail : <a href="mailto:bksethupathy@bhel.in">bksethupathy@bhel.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                    |
| 11. | Due date for submission of offer                     | 24.07.2020/ 14:30 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |
| 12. | Due date for opening of Techno -Commercial Bid       | 24.07.2020/ 14:45 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |

### **INSTRUCTIONS TO THE TENDERER**

- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- 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.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

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- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

**Check list for submission of offer**

| Sl. No                                                                                                                                                                                                                                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Remarks                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                              | Details of Earnest Money Deposit amount <b>as per B: Pre-qualification criteria : Earnest money deposit( EMD).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
|                                                                                                                                                                                                                                                | <p><b>a.</b> EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL, Trichy (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening).</p> <p><b>b.</b> EMD is waived off based on submission of <b>Notarized / Attested by gazetted officer</b> copy of UAM Certificate along with CA Certificate (As per <b>Annexure-D</b> of tender document) issued for latest financial year ending on 31st March 2019 / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document ) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.</p> <p><b>EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</b></p> |                                                                                                          |
| Sl. No                                                                                                                                                                                                                                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Remarks                                                                                                  |
| 2                                                                                                                                                                                                                                              | Details and documentary evidence for <b>Part-I: Technical Bid</b> to meet the pre-qualification criteria as per following details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| 2.1                                                                                                                                                                                                                                            | Copy of documentary evidence in support of <b>Status of the Enterprise/ Company/ Firm</b> as indicated in pre-qualification criteria.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| 2.2                                                                                                                                                                                                                                            | Copy of documentary evidence for <b>Experience of execution of works</b> as per C: "Pre- qualification Criteria: Technical competency" in any Central / State Govt. / PSU / Private company executed after <b>31st March, 2013</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| 2.3                                                                                                                                                                                                                                            | Copy of Income Tax Registration ( PAN )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| 2.4                                                                                                                                                                                                                                            | Copy of Goods and Service Tax ( GST ) Registration Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| 2.5                                                                                                                                                                                                                                            | Duly signed and Sealed copy of <b>"Declaration"</b> and <b>"No Deviation Certificate"</b> in letterhead as per enclosed Annexure-A & B of tender document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| 3                                                                                                                                                                                                                                              | Rates quoted as per Price bid format available on e-portal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Quoted as per tender format / <input type="checkbox"/> Not Quoted as per tender |
| 4                                                                                                                                                                                                                                              | All the information and relevant documents as asked in tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded                                |
| Note: Bidders are requested to upload only relevant documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be uploaded along with the offer |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                          |

**PART-I (TECHNO COMMERCIAL BID)**

**A: (Bidders Profile)**

|     |                                                                                                             |                                                                                                                                                                                                 |
|-----|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Name of the Enterprise/<br>Company/ Firm.                                                                   | To be filled in e-procurement portal                                                                                                                                                            |
| 2.  | Name of Directors / Partners /<br>proprietor of Enterprise/<br>Company/ Firm                                | To be filled in e-procurement portal                                                                                                                                                            |
| 3.  | Registered Address of<br>Enterprise/ Company/ Firm                                                          | To be filled in e-procurement portal                                                                                                                                                            |
| 4.  | Contact Details :<br>Landline /Mobile number:.                                                              | To be filled in e-procurement portal                                                                                                                                                            |
| 5.  | E-mail Address for<br>communication w.r.t tender /<br>award of work.                                        | To be filled in e-procurement portal                                                                                                                                                            |
| 6.  | Name and Contact details of<br>person for communication<br>related to Tender                                | To be filled in e-procurement portal                                                                                                                                                            |
| 7.  | BHEL Vendor Code (If any)                                                                                   | To be filled in e-procurement portal<br>(If vendor code is not available, kindly upload the RTGS<br>Format duly filled and signed as per <b>Annexure-C</b> along<br>with cancelled cheque leaf) |
| 8.  | <b>PF Registration (As applicable)</b><br>To be obtained before start of<br>work if already not registered  | To be filled in e-procurement portal<br>(Copy of registration to be attached)                                                                                                                   |
| 9.  | <b>ESI Registration (As applicable)</b><br>To be obtained before start of<br>work if already not registered | To be filled in e-procurement portal<br>(Copy of registration to be attached)                                                                                                                   |
| 10. | <b>Labour License (As applicable)</b><br>To be obtained after award of<br>work and before start of work     | To be filled in e-procurement portal<br>(Copy of registration to be attached)                                                                                                                   |

**NOTE:**

If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.

**B: Pre- qualification Criteria: Earnest Money Deposit (EMD) & Status of firm**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p><b>1. EMD:</b></p> <p><b>Earnest Money Deposit (EMD) Amount: ₹ 29,833.00/- (Rupees Twenty-Nine Thousand eight hundred and thirty-three only)</b></p> <p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect)</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank /Consortium banks.</p> <p><b>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</b></p> <p>EMD is waived off based on submission of Copy of UAM certificate along with CA Certificate (As per <b>Annexure-D</b> of tender document) issued for latest financial year ending on 31st March 2019/ Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per <b>Annexure-D</b> of tender document ) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. <b>Copy of above documents Notarized / Attested by gazetted officer to be enclosed )</b></p> | <p><b>DD/ FDR / PAY ORDER DETAILS:</b></p> <p>AMOUNT: ₹</p> <p>INST. NO:</p> <p>INST. DATE:</p> <p>ISSUING BANK:</p> <p style="text-align: center;"><b>OR</b></p> <p><b>RTGS PAYMENT DETAILS:</b></p> <p>AMOUNT: ₹</p> <p>RECEIPT NO:</p> <p>RECEIPT DATE:</p> <p>BANK DETAILS:</p> <p style="text-align: center;"><b>OR</b></p> <p><b>MSME / NSIC / SSI REG. DETAILS:</b></p> <p>REG.NO:</p> <p>REG. DATE:</p> <p>REG. CATEGORY:</p> <p>(   ) MICRO / (   ) SMALL</p> <p><i><b>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</b></i></p> |
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**C: Pre- qualification Criteria: Technical competency**

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.1 | <b>Work Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1   | <p>Experience of Execution of <b>at least two contracts with contract period of minimum six months each or single contract with contract period of minimum one year as per scope of work or works related to Magnetic Particle Testing / Inspection</b> in any Central / State Govt. / PSU / Private company executed after <b>31st March 2013</b>.</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / agreement copies along with Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed to be <i>uploaded in e-procurement portal</i>.)</p> |
| 1.1 | <p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work: .....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Agreement copy:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not applicable for BHEL Work orders.</p>                                                                                                                                                                                                             |
| 1.2 | <p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work: .....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Agreement copy:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not applicable for BHEL Work orders.</p>                                                                                                                                                                                                             |

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|               |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------|-----------------------------------------------|
| <b>C.2</b>    | Bidder shall have deployed at <b>least six manpower</b> having Minimum qualification of 10 + 2 with physics / Diploma in mechanical engineering / Degree in science or Engineering <b>with</b> certificate of level II MPI, Trained & certified as per International certification scheme such as ASNT / PCN / ISNT <b>and</b> a minimum of 1-year experience in magnetic particle testing. |                                                |                                          |                                               |
| <b>Sl. no</b> | <b>Name</b>                                                                                                                                                                                                                                                                                                                                                                                 | <b>Basic Educational qualification details</b> | <b>MPI Level –II Certificate Details</b> | <b>Experience in the field of MPI Testing</b> |
| <b>1</b>      |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
| <b>2</b>      |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
| <b>3</b>      |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
| <b>4</b>      |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
| <b>5</b>      |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
| <b>6</b>      |                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                          |                                               |
|               | <b><i>Duly filled copy of the above along with Supporting documents in terms of Certificates issued by competent authority / experience certificate issued by Customer / ID Cards / PF, ESI submission documents /Employers Declaration for Employee employer relationship may be uploaded in e-procurement portal.</i></b>                                                                 |                                                |                                          |                                               |

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**D: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions**

|                                                                                                                     |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>                                                                                                            | <b>Income Tax Registration (PAN)</b><br>(Documentary evidence to be enclosed )                                                                                                           | PAN: .....<br><br>Copy of <b>Income Tax Registration</b><br><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed                                                                                                                                                                                                                                   |
| <b>2</b>                                                                                                            | <b>Goods and Service Tax (GST) Registration</b><br>(If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer ) | GST No: .....<br><br>Copy of <b>Goods and Service Tax (GST)Registration</b><br><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed /<br><input type="checkbox"/> Exempted                                                                                                                                                                         |
| <b>3</b>                                                                                                            | <b>Status of the firm</b> as Sole Proprietorship / Partnership / Private Limited Company / Public Limited Company / Public Sector / Govt. Org / Others.                                  | Status:.....<br><br><b>Sole Proprietorship:</b> Trade License / GST registration / Auditor's letter<br><b>Partnership:</b> Registered Partnership Deed and (Trade License / GST registration)/<br><b>Private Limited Company / Public Limited Company / Public Sector / Govt. Org:</b> Certificate of Registration/ Memorandum of Association & Articles of Association |
| <b>4.1</b>                                                                                                          | Duly signed and Sealed copy of " <b>Declaration</b> " in letterhead as per enclosed Annexure-A of tender document in Enterprise/ Company/ Firm letterhead.                               | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed                                                                                                                                                                                                                                                                                               |
| <b>4.2</b>                                                                                                          | Duly signed and Sealed copy of " <b>No deviation Certificate</b> " in letterhead as per enclosed Annexure-B of tender document in Enterprise/ Company/ Firm letterhead.                  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed                                                                                                                                                                                                                                                                                               |
| <b>5</b>                                                                                                            | Applicable GST % against the scope of work                                                                                                                                               | _____ % GST<br>( Vendor to confirm )                                                                                                                                                                                                                                                                                                                                    |
| <b>6</b>                                                                                                            | Vendor's acceptance to Quote for all items of Tender.                                                                                                                                    | <input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted                                                                                                                                                                                                                                                                                               |
| <b>7</b>                                                                                                            | Acceptance for participation in Reverse Auction.                                                                                                                                         | <input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted                                                                                                                                                                                                                                                                                               |
| <b><i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i></b> |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                         |

**PART-I (TECHNO COMMERCIAL BID)**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**A. BILL OF QUANTITY**

| SL NO | Description of Work                                                                         | UOM            | Approximate Qty. for Twelve Months |
|-------|---------------------------------------------------------------------------------------------|----------------|------------------------------------|
| 1     | Magnetic particle testing of Stubs, Butt joint & attachment welds as per scope of work.     | M              | 21836                              |
| 2     | Magnetic particle testing of Pipe bends, plates, valves, OFE, fittings as per scope of work | M <sup>2</sup> | 2798                               |

**B. SCOPE OF WORK**

- Stub welds, butt joints and other weld attachments-either Wet or Dry MPI Unit of Measurement-Meters
- Raw material fittings, Pipe bends, Plates, Valves, OFE Components- either Wet or Dry MPI Unit of Measurement-Square Meters.
- The Vendor shall be required to operate inside BHEL premises in all Boiler Manufacturing shops.
- The Magnetic particle testing of weldments in Boiler components shall be carried out in accordance with BHEL approved procedures / Technique sheet using BHEL equipment's and consumables and the trained and certified man power by Vendor.

**1. WORKING HOURS:**

- Required to work in two shifts 8.00 Am to 4.30Pm and 14.00 Hours to 22.00 Hours.
- Holidays and Sundays: When required the operators should work on holidays also.

**2. MINIMUM EDUCATIONAL QUALIFICATION, TRAINING AND CERTIFICATION OF OPERATORS DEPLOYED AT BHEL:**

- MPI shall be performed by persons with minimum educational qualification (10+2/DME/B.Sc/B.E/B.Tech) and qualified Level II in MPI with one year of experience trained and qualified operators in accordance with ASNT/PCN/ISNT.
- The Vendor shall furnish the photo copies qualified Level II (in MPI) certificate of the personnel deployed at BHEL and produce the original for verification on award of contract.

- c) The vendor shall deploy adequate manpower/ personnel and one person for supervising and preparing reports, all are required to be qualified in MPI Level-II.
- d) Any change in the manpower has to be replaced suitably with prior permission from NDTL/BHEL Trichy.

### **3. COMPETENCE:**

- a) On award of contract, the operator identified for the above job will be subjected to interview by BHEL/ NDT for ensuring the competence of the operator and only those operators approved by BHEL will be permitted to perform the job.
- b) The operators failed to clear the interview shall be substituted by the suitable candidates, to make up for the minimum recommended level II operators.

### **4. WORK ALLOTTMENT:**

- a) The day to day work will be allotted by the concerned supervisor/ executive of NDTL at different work centers. However, the continuous supervision of the MPI test shall be carried out by the Vendor.
- b) The test results shall be recorded in a log book register maintained by NDTL at different work centers for further generation of reports through SAP by Vendor.

### **5. IDENTIFICATION OF TEST RESULTS:**

- a) The MPI tested jobs shall be identified for the status of test results. In the case of welds, a chalk mark / Paint mark or a sticker near the weld shall be used to indicate the acceptable / rejection / repair of the weld.
- b) In the case of Valves, a metal stamp indicating MT OK will be punched for acceptable, where as a Red paint mark will be used for rejection/ repair.

### **6. RESPONSIBILITY OF VENDOR:**

- a) The day today maintenance and proper utilization of the MPI equipment's.
- b) Any repair / damage to the MPI equipment's or accessories of BHEL due to the carelessness or misuse of the operator will be viewed seriously by BHEL and is liable for the reimbursement of the expenditure for repair from Vendor. However, in case of any major break down or malfunctioning of the equipment, Vendor shall immediately inform to the concerned area executive for necessary action.

### **7.SAFETY:**

- a) The electrical safety precautions shall be strictly followed by the operators of the Vendor.
- b) The operators deployed by the NDT agency for testing inside shop floor, shall wear personal protective equipment and safety shoes which shall be provided by the Vendor.
- c) The vendor should make his own arrangement for stay to the place of works inside BHEL as well as Vendor's work.

**8.BHEL's SCOPE:**

- a) BHEL will provide MPI equipment's/accessories in good working condition and consumables required for the test.
- b) Test blocks are to be used for examination of materials and welds; to establish sensitivity will be under BHEL scope.
- c) Test procedures and technique sheets will be issued by BHEL witness of the calibration and Magnetic Particle Testing on each item by NDT/BHEL.
- d) To arrange for the customer witness as per Quality plan.

**C. CONTRACT PERIOD AND PLACE OF WORK:**

1. Duration of the contract: **Twelve months** from the date of award of contract.

**Delivery Schedule:**

- a) The vendor shall provide support services for **Magnetic particle testing of minimum 70 meters / day for Stubs, Butt joint & attachment welds and 10 square meters / day for Pipe bends, plates, valves, OFE, fittings** (If offered by BHEL) as per scope of work as assigned by HOD of NDTL Dept. of BHEL-Trichy.
  - b) (The quantity mentioned above is not the minimum quantity assured by BHEL on any day of contract. The offered quantity is subject to change as per requirement of BHEL.)
  - c) Vendor shall deploy sufficient manpower to meet the peak load also, based on one-week advance intimation by BHEL.
2. The work shall be carried out at BHEL-Trichy.

**D. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, the following penalties/LD will be levied:

Penalty @ 0.5 % of the charges payable against default quantity per day of delay in execution of work as per delivery schedule of scope of work or part thereof subject to maximum of 10 % of total order value.

In case of any amendment / revision, Penalty shall be linked to the amended / revised PO value.

**E. PAYMENT TERMS:**

1. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made **after 45 days** of submission of bill complete in all respect.
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

3. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time  
Any other relevant document which is required from time to time as per BHEL requirement. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance may be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

**F. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREMISES OF BHEL-TRICHY:**

- 1) The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
- 2) The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
- 3) Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
- 4) All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
- 5) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
- 6) The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- 7) Contractor shall supervise the work carried out by his/her employees.
- 8) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.

- 9) Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
- 10) Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 11) Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job.
- 12) Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
- 13) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 14) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 15) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- 16) The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
- 17) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 18) The bill should be submitted within a week after execution of work during the calendar month @one bill per month or within a week after completion of work.
- 19) Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
- 20) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.

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- 21) BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
- 22) BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
- 23) **The successful bidder shall sign a contract agreement with BHEL on ₹ 100/- Non Judicial Stamp Paper after award of work as per Annexure-F.**
- 24) **The contract workman engaged against this contract shall not be utilized simultaneously for any other contract on same day. In case of default, it will be considered as malpractice and will attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-IC**

**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

**2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

**3. Deviations:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/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.

**4. Work to be carried Out:**

The Contract shall include all labour 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.

**5. Assignment or Transfer of Contract:**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) 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)

**Forfeiture of EMD:**

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

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.
- iv) "GST will be charged on the EMD/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"

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

**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:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) 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)
- v) 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)

**General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in favor of BHEL. However, 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.

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 realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.**

**Security Deposit has to be deposited within 7 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

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

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

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7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. 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.

**10. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript 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.

**11. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. 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.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**12 Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.

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5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to our employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labors as:**
  - a) Unskilled : ₹ 3,200/-
  - b) Semi-skilled : ₹ 3,700/-
  - c) Skilled : ₹ 4,100/-

**13. Precautions against Risk:**

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

**14. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the 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.

**15. Laws Governing the Contract:**

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

**16. Cancellation of Contract for Corrupt Acts:**

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

If the Contractor:

- a) 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

- c) To 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.

**17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- 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.

OR

- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

**18. Cancellation of Contract in Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

**HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

**19. Termination of Contract on Death of Contractor:**

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

**20. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**21. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

**22 Post- Technical Audit of Work and Bills:**

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

**23. Refund of Security Deposit:**

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**24. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

**25. Arbitration:**

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

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall

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apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

**In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable**

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

**26. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

**27 SECRACY OF CONFIDENTIAL INFORMATION:**

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

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

**28. SIGNING OF CONTRACT**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**29 FRAUD PREVENTION POLICY**

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The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

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

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

### **31. RISK PURCHASE:**

a) 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 vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

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

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

**In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.**

### **32. NOTICES OF ACCIDENTS**

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

### **33. DAMAGE & LOSS TO PRIVATE PROPRY & 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.

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"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 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 (I) of the Employee's Compensation Act,1923"

**34.Preference to Make in India:**

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 ,28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

**35.PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS & START UP FIRMS:**

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2019** / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document ) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

*Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.*

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4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

5. In case splitting is proposed in tender, minimum **25 %** or minimum value proposed for a vendor (whichever is higher) will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder.

(Minimum of 3% is reserved for women owned MSEs and 6.25% for MSEs owned by SC/ST out of above mentioned 25% or minimum value proposed for a vendor)

In case no splitting is proposed in tender, 100 % work will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder.

6. Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

**Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.**

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1. PARTICIPATION.**

1. The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
2. Other than the bidder None of its 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).
  - a. The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

**2. EVALUATION CRITERIA:**

1. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
2. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

**3. CRITERIA FOR AWARD OF WORK:**

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**"
2. **The work will be awarded on Package Wise L1 basis.**
3. In case there are more than one L1 bidders for respective schedules, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**4. METHOD OF EVALUATION OF PRICES**

**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

**5. RATE FINALIZATION**

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

**6. FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":**

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.”

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## **PART-I (No Deviation Certificate)**

## **ANNEXURE-A**

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

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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"*
- 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](http://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.*

(Contractor Signature with Seal)

**Note: After submission of No deviation certificate no further correspondence will be made with vendor w.r.t any deviations mentioned by vendor in Tender.**

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## **PART-I (Declaration)**

### **ANNEXURE-B**

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

**Name of Works: SERVICE CONTRACT FOR MAGNETIC PARTICLE TESTING OF WELDMENTS IN BOILER COMPONENTS AT BHEL-TRICHY FOR 2020-21.**

**Enquiry No: BHEL-TRY/ WCM/9472000051/ 13.07.2020**

### **DECLARATION**

I / We M/s. ....  
do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. We will pay the following additional wages (As per BHEL circular HR-Welfare circular dt 08.04.2014) per month over and above minimum wages declared by Tamil Nadu Government to labors : a) Unskilled: ₹ 3,200/-, b) Semi-skilled: ₹ 3,700/- and c) Skilled : ₹ 4,100/-
8. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
9. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
10. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization
11. confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
12. Confirm that other than the bidder, none of its 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).
13. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

**To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

|    |                                                 |                                |
|----|-------------------------------------------------|--------------------------------|
| 1  | NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR |                                |
| 2  | VENDOR CODE assigned by BHEL                    |                                |
|    | <b><u>Details of Bank Account:</u></b>          |                                |
| 3  | NAME & ADDRESS OF THE BANK                      |                                |
| 4  | NAME OF THE BRANCH                              |                                |
| 5  | BRANCH CODE                                     |                                |
| 6  | MICR CODE                                       |                                |
| 7  | ACCOUNT NUMBER                                  |                                |
| 8  | TYPE OF ACCOUNT                                 | CURRENT A/C / OD / CASH CREDIT |
| 9  | BENEFICIERY'S NAME                              |                                |
| 10 | IFSC CODE OF THE BRANCH                         |                                |
| 11 | EMAIL ID                                        |                                |
| 12 | TELEPHONE/MOBILE NO.                            |                                |

**CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

**AUTHORISED SIGNATORY WITH NAME SEAL**

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_  
(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. \_\_\_\_\_ )

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

**Certificate by Chartered Accountant on letter head for MSE bidder**

This is to Certify that M/S ..... (hereinafter referred to as 'company') having its registered office at ..... is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) **No:** ..... dtd: ....., Category: .....(Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722€ dated October 5, 2006 :  
Rs. ....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :  
Rs. ....Lac.

**(Strike off whichever is not applicable)**

The above investment of Rs. ....Lacs is within permissible limit of Rs. ....Lacs for ..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

**EMD PAYMENT WIDE E-COLLECT**

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

**STEP BY STEP PROCEDURE:**

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

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

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

1. Login to [www.onlinesbi.com](http://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.

**WORKS CONTRACTS MANAGEMENT  
BHARAT HEAVY ELECTRICALS LIMITED – TRICHY**

Ref :

Date:

**CONTRACT AGREEMENT**

|                                                      |   |
|------------------------------------------------------|---|
| APPROVED BY :                                        |   |
| AGREEMENT NO. & DATE :                               |   |
| NAME OF WORK :                                       |   |
| REFERENCE TO SANCTION :                              |   |
| NAME OF THE CONTRACTOR :                             |   |
| REFERENCE TO WORK : ORDER:<br>(Work Order No & Date) |   |
| AMOUNT OF TENDER :<br>ACCEPTED                       | ₹ |
| DATE OF COMMENCEMENT :                               |   |
| DATE OF COMPLETION :                                 |   |
| GUARANTEE PERIOD :                                   |   |

Name of Works: **SERVICE CONTRACT FOR MAGNETIC PARTICLE TESTING OF WELDMENTS IN BOILER COMPONENTS AT BHEL-TRICHY FOR 2020-21.**

Enquiry No.: **BHEL-TRY/ WCM/9472000051/ 13.07.2020**

AGREEMENT NO.:

Date:

TO BE TYPED ON NON JUDICIAL STAMP PAPER OF ₹ 100

This Agreement made on this day \_\_\_\_\_ between **Bharat Heavy Electricals Limited**, High Pressure Boiler Plant, Thiruverumbur, Tiruchirapalli-620 014, Tamil Nadu, India having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 (Hereinafter called the First Party) of one part and \_\_\_\_\_ (Hereinafter called the Contractor) of second part.

CONTRACTOR

ACCEPTING OFFICER

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WHEREAS the first party has decided to execute the work “\_\_\_\_\_” at BHEL, Thiruverumbur, situated at about 15 Kilometres from Tiruchirappalli City more particularly described in the attached contract schedule.

WHEREAS in pursuance of the said contractor’s quotation being accepted, the first party has decided to award the said work to the aforesaid contractor.

WHEREAS the said contractor has agreed to work as the agent of the first party subject to the conditions herein contained in these presents and the works shown upon the specification given in the Schedule ‘A’ and ‘Bill of Quantities’ attached hereto (hereinafter referred the contract Schedule).

AND WHEREAS the said contractor has agreed for the Security Deposit amount of ₹ \_\_\_\_\_

The said contractor has agreed for the 50% Security Deposit being collected before start of the work and for the balance 50% being recovered from the running bill @ 10% until the Security Deposit is made up for satisfactory completion of the work. The Security Deposit will be released to the said contractor after the satisfactory completion of the entire contract.

Now these presents witness that in consideration of the said contract schedule as also of agreement of good and faithful service to be rendered and performed by the Contractor in the said work subject to the stipulation hereinafter expressed.

That the said Contractor will perform the aforesaid work subject to the conditions contained in these presents the General and Special Conditions of Contract and the Contract documents including the said contract schedules, specifications and drawings attached and also such other drawings and instructions as any from time to time be given by the first party and that the said contractor shall be deemed to have carefully examined the BHEL Special and General Conditions of Contract Specifications. Schedule of drawings as aforesaid and also to have satisfied himself as to the nature of work and character of work to be carried out.

That the said contractor shall carryout the work and complete the executions of the said work to the entire satisfaction of the Engineer-in-charge.

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That at the each calendar month or as specified in the contract documents commencing from the date when the contractor commences the work, the first party after proper scrutiny, will pay to the said contractor during the progress of the said work, at the approved rates as per Schedule 'A' and 'Bill of Quantities' attached hereto a sum determined by these parties in respect of the work executed by the contractor during the month provided that 10% deduction from each running bill as per Clause xxx of the BHEL General Conditions of Contract shall be made until the full Security Deposit is made up. Otherwise after completion of work, full payment will be made. All payment will be made only after deduction of Security Deposit, Income Tax, Sales Tax and other taxes as applicable.

That the Contract shall come into force with effect from xx.xx.20xx the date on which the said contractor commenced the work.

That in all cases of compensation for delay and extension case, the parties shall be governed by the Clauses of the BHEL General Conditions of the contract attached herewith.

That all charges on account of Octeroi cardinal, Sales Tax or other duties on materials obtained for the works (excluding the materials provided by the BHEL on repayment) shall be borne by the said contractor.

That all orders notices etc., to be given under the Contractor shall be made in writing, typed script and printed and if sent by Registered Post to the address given in the tender of the Contractor shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him and the said contractor shall carryout without delay all orders given to him.

That it is hereby agreed and declared that all the provisions of the BHEL Revised General Conditions of Contract in force, a copy of which has been signed by the contractor and lodged with the first party shall be as binding upon the contractor and the first party as if the same has been repeated herein.

That is agreed between the parties that non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitutes waiver of conditions hereto contained in these presents and the liability of the said contractor either of the past or future compensation shall remain unaffected.

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That the expenses of completing and stamping the agreement shall be paid by the contractor.

That the contract will cover his labourers under Janata Insurance Scheme if not covered by and other Insurance and that he will produce the Insurance policy to the authorities of the First party for verification and return.

That the contractor has to follow the PF & ESI Rules and Regulations.

That the expression of BHEL wherever occurring means "BHARAT HEAVY ELECTRICALS LIMITED, UNIT: HIGH PRESSURE BOILER PLANT, TIRUVERUMBUR, TIRUCHIRAPALLI-620 014."

In witness here of the parties have respectively set their signature in the presence of

For and on behalf of  
BHARAT HEAVY ELECTTRICALS LIMITED  
HIGH PRESSURE BOILER PLANT  
TIRUVERUMBUR, TIRUCHIRAPALLI-14.

Witness:

Witness:

Address:

Address:

Address :

Address:

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**SCHEDULE-‘A’  
LIST OF WORKS AND PRICES**

Details and quantities of each item of work shown in the “Bill of Quantities” attached hereto are only approximate and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the “Bill of Quantities” attached hereto.

| Sl.No. | Description of work | Total Amount<br>In ₹ | Period of Contract |
|--------|---------------------|----------------------|--------------------|
| 01     |                     |                      |                    |

TERMS OF PAYMENT: As per BHEL Terms of Payment

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**SCHEDULE – ‘B’**

**Name of work:**

**ISSUE / RETURN OF MATERIALS TO /BY STORES TO /BY THE CONTRACTORS**

| S.No: | Particulars                                                                                              | Unit | Rate | Place of issue/Return | Issue/Return | Remarks |
|-------|----------------------------------------------------------------------------------------------------------|------|------|-----------------------|--------------|---------|
|       | The material Issue/return to/by the contractor are as stipulated in the annexure to agreement (enclosed) |      |      |                       |              |         |

Issue of materials by stores is subject to the availability at the place of issue noted above. The contractor shall not be entitled to any claim or compensation for non-supply or delay in supply of materials by stores under any circumstances.

Where cost of materials issued from stores is recoverable from the contractor, recoveries will be made for the gross quantity issued and not for the measured quantity of finished work.

All surplus materials in good condition which are not returned to the Bharat Heavy Electricals Limited Stores and also quantity of materials consumed in excess of the actual requirements shall be charged for at punitive rates of BHEL. The decision of the Engineer-in-charge as to the extent to which the materials have been rendered surplus shall be final and binding on the contractor.

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**SCHEDULE 'C'**

**Name of work:**

NOTE: "ALL THE DRAWINGS TO BE SIGNED BY THE CONTRACTOR  
AS WELL AS THE OFFICER ENTERED INTO CONTRACT.

| Sl.No. | Drawing No. | Description |
|--------|-------------|-------------|
| 01     |             |             |

CONTRACTOR

ACCEPTING OFFICER

**Annexure-II**

**PART-II (PRICE BID)**  
**(FOR REFERENCE ONLY)**

| SL NO | Description of Work                                                                         | UOM            | Approx. Qty. for Twelve Months | % Allocation based on value           | Lump sum value in ₹ (Excluding GST)   |
|-------|---------------------------------------------------------------------------------------------|----------------|--------------------------------|---------------------------------------|---------------------------------------|
| 1     | Magnetic particle testing of Stubs, Butt joint & attachment welds as per scope of work.     | M              | 21836                          | 84.79%                                | To be quoted in e-procurement portal. |
| 2     | Magnetic particle testing of Pipe bends, plates, valves, OFE, fittings as per scope of work | M <sup>2</sup> | 2798                           | 15.21%                                |                                       |
|       | Applicable GST %                                                                            |                |                                | To be quoted in e-procurement portal. |                                       |

**(VENDOR SHALL QUOTE THE RATES / OFFER VALUE ONLY IN e-PROCUREMENT PORTAL)**

**Illustration for arriving the rates for individual items of BOQ by BHEL for the total amount quoted by the vendor**

Vendor shall only quote the total amount for the work and not the individual rates of each item of BOQ. The amount quoted shall include all taxes except GST. Applicable GST would be paid extra.

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

**In this illustration, assume there are 2 items in the BOQ.**

The respective quantity and Percentage allocation is specified as below.

Assuming the amount quoted by a vendor is ₹ **10,00,000/-** (₹Ten lakhs) for the entire package for the given quantity below:

| Item     | Quantity     | % allocation  |
|----------|--------------|---------------|
| <b>1</b> | <b>12130</b> | <b>97.51%</b> |
| <b>2</b> | <b>302</b>   | <b>2.49%</b>  |

**Value and unit rate for Item:1**

Amount allocated for item 1 would be =  $97.51\% \times 10,00,000 = ₹ 9,75,100 /-$   
(since % allocation is 97.51% for this item)

The unit rate for item 1 would be =  $₹ 9,75,100 / 12130 = ₹ 80.38/-$

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

**Value and unit rate for Item:2**

Amount allocated for item 2 would be =  $2.49\% \text{ of } 10,00,000/- = ₹ 24,900/-$

The Unit rate for item-2 would be =  $₹ 24,900 / 302$   
= ₹82.45/-

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