



**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
**Boiler Auxiliaries Plant**  
**Ranipet - 632 406**

Phone 04172 – 283043  
 No 04172 – 284698

E-mail [arunkumarc@bhel.in](mailto:arunkumarc@bhel.in)  
[mpcsekhar@bhel.in](mailto:mpcsekhar@bhel.in)

**WORKS CONTRACT MANAGEMENT DEPARTMENT**

<b><u>NOTICE INVITING TENDER</u></b>	
<b>Tender Notice No</b>	<b>975522034E, DT: 07.11.2022</b>
<b>Name of work</b>	Engaging of External Consultant to conduct Internal Audit of PO/WOs issued during FY 2020-21 & FY 2021-22 in BHEL, Ranipet.
<b>Type of tender</b>	Open tender (Two part bid).
<b>Period of contract</b>	Three Months
<b>Earnest Money Deposit (EMD) Amount</b>	NIL
<b>Last date &amp; Time for Receipt of the Tender</b>	<b>18.11.2022 at 12:00 hrs.</b>
<b>Date of Technical bid Opening</b>	<b>18.11.2022 at 16:00 hrs. onwards.</b>
<i><b>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</b></i>	
<b>Date of Price Bid Opening</b>	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
<b>Place of submission of Tender</b>	BHEL eProcurement Portal ( <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> )
<b>Venue of the Tender Opening</b>	BHEL eProcurement Portal ( <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> )
<b>Note:</b>	
1. The Tender documents can be downloaded from BHEL eProcurement Portal ( <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> ), BHEL website ( <a href="https://www.bhel.com/tenders">https://www.bhel.com/tenders</a> ) and in Central Public Procurement Portal (CPP) website ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ).	
2. BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.	
3. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in BHEL eProcurement Portal ( <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> ) only and not in any other medium/portal. <b>Bidders shall keep themselves updated with all such developments.</b>	
4. BHEL Ranipet reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.	
5. <b>Reverse Auction is not applicable for this tender. Hence, bidders are requested to quote their best price at first instance only.</b>	

**Note: - Tenderer should sign and affix seal in all the pages of this document and all supporting documents.**

Yours faithfully,  
for and on behalf of BHEL.,

Sr. Engineer /WCM

**INDEX**

Chapter	Description	Page No
1	Scope of Work	<a href="#">3</a>
2	Pre-Qualifying Requirements (PQR)	<a href="#">7</a>
3	Details To Be Filled By The Bidder	<a href="#">8</a>
4	Instructions to Bidder	<a href="#">9</a>
5	Special Conditions Of Contract	<a href="#">15</a>
6	General Conditions Of Contract	<a href="#">19</a>
7	Annexure-1 (Certificate and documents in support of eligibility criteria)	<a href="#">26</a>
8	Annexure-2 (Declaration)	<a href="#">27</a>
9	Annexure-3 (No Deviation Certificate)	<a href="#">28</a>
10	Annexure-4 (NEFT/ RTGS Format)	<a href="#">29</a>
11	Annexure-5 (Non Disclosure Agreement)	<a href="#">30</a>
12	Eprocurement BOQ Format	<a href="#">32</a>

## SCOPE OF WORK

### Coverage:

Purchase Orders and Work Orders (including Framework Agreements/ Rate contracts) placed during the period of 1st April 2020 to 31st March 2022 (FY 2020-21 & FY 2021-22) will be covered during Internal Audit of BHEL BAP Ranipet.

### Scope:

Internal Audit as per Generally Accepted Audit Procedure to the extent applicable, covering the following activities taken place in the above mentioned period:

### Pre Award Review

**A. Sampling** of Transactions i.e. no. of Purchase Orders / Work Orders (PO/WOs) to be selected to provide a reasonable assurance that Company's policies and procedures and provisions of applicable law is being followed. Approximately 3300 (+/-5%) PO/WOs (including Framework Agreements/ Rate contracts) were issued during the years. The suggestive % age of PO/WO to be selected is given below and based on this sample approximately 750 (+/- 5%) PO/WOs ought to be covered in the review.

Type	Criteria	Sampling (in %age)		
		Open Tender	Limited Tender	Single Tender
Revenue Purchase Orders (Excl. BOI & BOP*)	POs with value above Rs.5 Cr.	100%	100%	100%
	POs with value above Rs. 1 Cr. up to Rs.5 Cr.	50%	50%	50%
	POs with value above Rs. 50 Lakh up to Rs.1 Cr.	25%	25%	25%
	POs with value above Rs. 20 Lakhs up to Rs.50 Lakhs	10%	10%	10%
	POs with value up to Rs.20 lakhs	5%	5%	5%
Revenue Purchases BOI/BOP*Packages	Order with value above Rs. 50 Lakhs	100%	100%	100%
	Orders with value up to Rs. 50 Lakhs	50%	50%	50%
Capital	POs & Contracts with value above Rs. 20 Lakhs	100%	100%	100%
	POs & Contracts with value up to Rs.20 Lakhs	50%	50%	50%
Revenue Works contract	Contract with value above Rs. 50 Lakhs	100%	100%	100%
	Contracts with value above Rs.25Lakh up to Rs.50 Lakhs	50%	50%	50%
	Contracts with value above Rs.10 Lakh up to Rs.25Lakhs	25%	25%	25%
	Contracts with value up to Rs.10 Lakhs	10%	10%	10%

- BOI – Bought Out Items
- BOP – Balance of Plant Items

- B. Verifying the efficiency of the system** by performing end to end walkthrough of sample transactions in respect of completely or partially automated processes. For PO / WO review, auditing the purchase / material management system the total process right from its initial stage i.e. raising of purchase indent in the indenting department through to the execution and final payment.
- C. Review of estimation process:** Estimate provided by the indenting department with the indent may be reviewed to provide an assurance that Estimates are prepared judiciously considering all the factors prevailing at the time of estimation.
- D. PI to PO conversion:** Review the cases, where exceptional delay is noticed for placement of PO from the issue of Indent.
- E. Review of Pre-Qualification Requirement (PQR)** to ensure that PQR is not restrictive in nature.
- F. Review of General Condition of Contract (GCC)** for placement of purchase and work orders.
- G. Adherence to the Company's Policies (Like Works Policy, Purchase Policy), Procedures, Circulars issued by Vigilance and Corporate COM (SS&P) department.** Verify whether the system as laid down in the manuals, guidelines and work instructions is actually being followed or not. System review also helps in better understanding of the system, and detecting errors, incompleteness, and irregularities in the systems, whether with respect to accounting or the operation of internal checks.
- H. Compliance with the provisions of various applicable statutory laws and circulars** issued by the Govt. of India such as Ministry of Micro, Small & Medium Enterprises, Department for promotion of Industry and Internal Trade, Directorate General of Supplies and Goods (DGS&D), GEM, GST etc.

### **Post Award Review**

Contractual Compliance of Purchase Order/ Work Order execution viz. Liquidated Damages, Risk & Cost etc. for PO's/ WO's selected for Pre award Review and executed upto September, 2022 shall also be reviewed and reported.

**Note:** - Sample Size is only a tentative indication of scope of work. Firm may at its own, decide the Audit areas for successful completion of Internal Audit assignment.

After the completion of Internal Audit, a Report covering the above activities is required to be submitted to BHEL Management at BAP Ranipet expressing opinion on the PO/WO Process and activities at BAP Ranipet including suggestions for improvements in the same.

## Additional Details

### **1. Audit team composition:**

In order to complete the assignment as per clause 5 of the Technical bid, sufficient manpower as per the Firm's discretion can be deployed. **The team may comprise of at least one Chartered Accountant, 02 no. CA (Inter) qualified and 02 no. Audit assistants.** The team will hereinafter be referred as "Audit team". The Audit team should have reasonable awareness of Internal Audit processes, relevant pronouncements of the Institute and applicable legal and regulatory requirements, business environment and internal audit issues relevant to the business of BHEL BAP Ranipet. They should also possess requisite skills and competence as are necessary for the purpose of discharging their duties effectively.

### **2. Duration for completion of assignment and Submission of Report:**

- (i) After the award of the work, there will be a meeting of the Audit team with the Designated official of BAP Ranipet (hereinafter will be referred as the "Coordinator") to facilitate Audit team to know the controls and processes prevalent in the Unit, to prepare work schedule plan and Audit programme accordingly.
- (ii) The venue of the meeting will be BAP Ranipet and the date for the same will be intimated through the mail.
- (iii) The Audit Team will prepare work schedule and Audit programme after the initial Kick off meeting and will provide the same to the Coordinator.
- (iv) The work will start from the next working day of the meeting and will have to be completed within continuous **35 (+/-5) working days (including 5 additional days for familiarisation BHEL Policies)** from the date of start of work. There will be an exit meeting in succession of audit work. In this meeting, the draft Report with findings and recommendations shall be discussed with BAP Ranipet Management, who will provide comments on the draft Report within 10 days from the date of exit meeting (excluding the date of exit meeting). Hence, one day each is assigned for meeting before the start of work and for discussion meeting before the submission of Final Report and the period of 35 (+/- 5 working days) for the execution of work. The Partner authorized for issuing the final report shall duly attend both the Initial & exit meetings.
- (v) Final Audit Report duly signed by the Partner of the Firm shall be prepared after incorporating all the comments from BAP Ranipet Management and shall be submitted within 10 days from the receipt of the comments (excluding the date on which comments were received).

### **3. Period of Contract:**

The contract period shall be 3 months from the date of commencement of contract.

### **4. Payment Terms:**

Payment shall be made within 30 days of receipt of Final Audit Report by BHEL on completion of the work and on submission of GST Compliant Tax Invoice in favor of BHEL, BAP Ranipet. The payment will be subject to TDS as per Income Tax Act & Rules.

### **5. Maintenance of confidentiality of the record/ Non-Disclosure Agreement (NDA):**

The Audit team should maintain the confidentiality of the information acquired in the course of his work and should not disclose any such information to any third party, including the employee of BHEL, without the specific authority from the Coordinator or unless there is a legal or a professional responsibility to do so. In this regard a Non-Disclosure Agreement (NDA) as per Annexure-5 shall be made by the concerned Auditor signing the final report.

**6. Commutation of Audit team to & from BAP Ranipet:**

Audit team as mentioned in clause 4 will have to commute to & from BAP Ranipet for the execution of work, at their own cost. There will not be any reimbursement of transportation charges

**7. Vehicle facilities:**

Vehicle facilities will be provided free of Cost by BHEL to Audit team for their commutation in BHEL BAP premises (From Gate to Inside Factory/ Admin area)

**8. Boarding & Lodging facilities:**

Boarding & Lodging facilities (including food) if required shall be provided at the following rates by BHEL to Audit team for their Stay in BHEL Guest House.

For the purpose of calculation, the following present rates may be adopted while working out the quotation:

Sl. No.	Particulars	Rate (Rs.)*
<b>Lodging Rates (Per room per day)</b>		
1	Room rent ( on Single Occupancy Basis)	600.00
<b>Boarding Rates (Per Serving)</b>		
2	Tea/Coffee/Milk	10.00
3	Breakfast	35.00
4	Lunch/Dinner	50.00

**\*The above rates are excluding GST, GST at appl. rate shall also be considered.**

**9. GST:**

The GST amount will be reimbursed to the bidder on submission of proof of remittance challan and uploading the details in GSTN network within the statutory time period.

In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest & penalty levied/ leviable.

**10. IT Infrastructure:**

The IT infrastructure along with necessary access to the unit systems shall be provided by the unit for the purpose of audit. Any own equipment of audit team may be permitted based on the requirement with prior intimation.

**11. Other important Terms & Conditions:**

- (i) BHEL reserves the right to cancel this Tender process at any time without assigning any reason before the selection of the Firm and the bidding Firm shall not be entitled to claim any damage / compensation due to such cancellation.
- (ii) Sub-letting of the assignment or permitting others to carry out the work by third party in any manner would not be permitted.
- (iii) The firm shall not be eligible for the payment of audit fee if the specified stipulations regarding attendance, submission of reports and other aforesaid conditions are not adhered to.

**PRE-QUALIFICATION REQUIREMENTS (PQR):**

Sl. NO.	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	Eligibility	<p><b>1. <u>STATUS OF THE COMPANY</u></b>  <b>Firm of Chartered Accountants:</b> Firm Registration Certificate, Partners' Membership Certificate, DISA certificate of one of the partners issued by Institute of Chartered Accountants of India to be submitted.</p> <p><b>2. <u>PROOF OF EXPERIENCE</u></b>  The firm should have experience of successfully completed "Internal audit" of the following during the last 7 years ending last day of month previous to the one in which applications are invited.</p> <p>a) At least two manufacturing companies/ Units (one out of which must be PSU) with minimum annual revenue of Rs.500 Crore, each in the year internal Audit was carried out by the bidding firm</p> <p>a) Above experience other than BHEL to be supported by Letter of engagement, Extract of Annual report showing Revenue, Completion Certificate, TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank statement for transaction of payment.</p> <p>b) Above experience from BHEL to be supported by PO/ Work Order copy.</p> <p>3. No Deviation Certificate on bidder's letter head as per Annexure-3 to be submitted</p> <p>4. The Firm must not have been associated with any unit of BHEL as Statutory Auditor or any other Auditor or consultant for past 5 years from the date of tendering. Arm's Length relationship with BHEL. Declaration as per Annexure-1 to be submitted</p> <p>5. The Firm is not banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the Police / Court against the Firm or Partner. Declaration as per Annexure-2 to be submitted.</p>	
<p>Note:</p> <p>1. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.</p> <p>2. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.</p> <p>3. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.</p> <p>4. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.</p>			

**DETAILS TO BE FILLED BY THE BIDDER**

Sl.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer Contact Person	
2.	Address for Communication	
3.	<b>Telephone</b> <b>Mobile No</b> <b>Mail Id.</b>	
4.	Details of experience in Similar Work	
5.	Whether the firm is Sole proprietorship or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
6.	Has the Firm/ Proprietor or partners or directors have been convicted of any criminal offence by any competent court. If so furnish particulars.	
7.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
8.	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
9.	Permanent Account Number under Income Tax Act 1961 ,details (Photo copy has to be enclosed)	
10.	The GST SAC under which the enlisting person registered with GST Authorities and copy of <b>GST registration certificate has to be enclosed</b>	
11.	Applicable GST quoted with SAC	<b>Central tax@ _____%</b>  <b>State tax @ _____%</b>  <b>Integrated tax@ _____%</b>  <b>Union territory tax@_____%</b>

## INSTRUCTIONS TO BIDDERS

1. **Bidders have to submit their offers through BHEL eProcurement portal only.**
2. At the time of tender opening,
  - a) Technical bids will be opened first.
  - b) Price bids will be opened at a later date after evaluation of suitability of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
3. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
4. Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
5. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
6. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
7. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
8. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
9. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
10. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
11. Tender can be cancelled at any stage due to unavoidable circumstances.
12. The evaluation currency for this tender shall be INR.
13. All entries in the tender documents should be in the same ink. Erasures and over-writings are not permitted. The tenderers concerned should duly sign in all correspondences and insertions of the tender documents (sign each and every page of the tender documents).

## 14. Multiple Bids: -

The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party
- b) If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

15. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
16. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".

17. **Suspension of Business dealings with Suppliers:**

Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site [www.bhel.com](http://www.bhel.com) / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

18. **Treatment of Banned / Under-performing Vendors:**

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

19. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
20. QUOTING: The tenderer should quote the total lump sum price for scope of work mentioned in tender document.
21. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
22. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.

23. If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient manpower or execute the contract in accordance with the instructions of the SDGM/IA or any other officer designation by him, action will be initiated as per Guidelines for Suspension of Business Dealings.
24. The Tenders shall closely pursue all the clauses, specifications indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
25. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later, on the ground of lack of knowledge.
26. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
27. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
28. **The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.**
29. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
30. The following points shall be taken note while quoting the rates:
  - a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
  - b) No work kept unfinished.
  - c) Contractor should not claim for any variation in quantity.
  - d) At the end of completion, the contract may be extended on mutual agreement.
31. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
32. Incomplete offers shall become liable for rejection.
33. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
34. The tenderer should fill and sign the "checklist of this Tender document" which forms part of the technical bid.
35. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
36. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
37. BHEL reserves the right to negotiate with L1 bidder.

38. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
39. MSE CLAUSE: - MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of UDYAM Certificate. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
40. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
41. Discrepancy in "words" & "Figures":
- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
42. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
43. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
44. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
45. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
46. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
47. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.

48. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
49. Offers received with any deviation or without relevant information are liable to be rejected.
50. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
51. The price quoted for this tender must be inclusive of all taxes and duties.
52. The Successful Tenderer shall agree to the following conditions:  
Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- I. breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - II. negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - III. failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
  - IV. loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
  - V. The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
53. AGREEMENT: The tenderer after award of work by BHEL through letter of intent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
54. STAMPING THE AGREEMENT: The expenses of completing and stamping the agreement are borne by the contractor.
55. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
56. "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
57. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
58. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.
59. Before submitting the quotation, the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.

60. The contractor's responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL. (Refer clause 2(iv) of additional details under Scope of Work)
61. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
62. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
63. In case negotiation if found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
64. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
65. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender
66. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
67. In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
68. For any tender related clarifications contact 04172283043/04172284698/04170284035. Email Id: [arunkumarc@bhel.in](mailto:arunkumarc@bhel.in) , [mpcsekhar@bhel.in](mailto:mpcsekhar@bhel.in), [gsugumar@bhel.in](mailto:gsugumar@bhel.in).
69. For scope of work /BOQ related queries contact 04172283125/04172284304. Email Id: [vg@bhel.in](mailto:vg@bhel.in), [karpagam@bhel.in](mailto:karpagam@bhel.in).
70. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

**SPECIAL CONDITIONS OF CONTRACT**

1. The contractor should carry out the work at the place identified by the authority concerned with in the premises of BHEL.
2. Work Instructions are to be obtained from respective Finance Department Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs.
3. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
4. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
5. Rates quoted shall include all applicable terminal taxes available under the state and central government rules, except GST (will be reimbursed by BHEL). Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc., for the labour & staff deployed in the work.
6. All personnel shall come in a decent, formal dress code.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. This work shall be in force for three months from the date of commencement of work. The period of the contract may be renewed or extended on mutual understanding.
9. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
10. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
11. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
12. The contractor should take Insurance for his workers (where applicable as per statutory rules) and produce them before commencement of work.
13. COMPLIANCE TO REGULATIONS AND BY-LAWS:

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

14. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
15. Contractor has to ensure strict compliance of biometric recording through fingerprint for their labourers. Contractor also has to ensure that all their employees record their attendance while entering/exiting factory premises.
16. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
17. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
18. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained. "
19. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
20. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".
21. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
22. **GST: -**  
**Registration & GST Rate:**
  - a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
  - b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
  - c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
  - d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment:**

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

- i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - ii. HSN Code or Service Accounting Code for supply of goods or services.
  - iii. Name & address of supplier
  - iv. GSTIN of Supplier
  - v. Consecutive Serial Number & date of issue
  - vi. Description of goods or services
  - vii. Total value of supply
  - viii. Taxable value of supply
  - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - x. Amount of Tax charged
  - xi. Place of supply
  - xii. Address of delivery if different from place of supply
  - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availing of Input Tax Credit by BHEL.

**Input tax credit:**

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

**Penalty for Non-compliance of GST Act:**

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

**Anti-profiteering Measure:**

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

**Other Provisions:**

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

**23. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
  - b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
    - i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.  
The minimum wages Act 1948 and the related Tamilnadu Rules.
    - ii. The payment of wages Act 1936 and the related Tamilnadu Rules.
    - iii. The Factories Act 1948 and the related Tamilnadu Rules.
    - iv. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
    - v. The Employees State Insurance Act 1948.
    - vi. The workmen's Compensation Act 1923.
    - vii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
  - c) PF and ESI as per Government Norms will be applicable.
  - d) Wages to be paid as per Tamilnadu Govt. Norms.
  - e) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
  - f) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
  - g) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
24. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.
25. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITION: -**

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in 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 form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the AGM/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including AGM/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of 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 ay day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulation.

### **2. HEADING TO THE CONTRACT CONDITIONS: -**

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

### **3. WORK TO BE CARRIED OUT: -**

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of 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 work. No extra charges consequent on any misunderstanding in these resects or otherwise will be allowed.

### **4. DEVIATIONS: -**

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **PLANT AND EQUIPMENT:** -

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

6. **ASSIGNMENT OF TRANSFER OF CONTRACT:** -

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

7. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

8. **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 statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. **ORDERS UNDER THE CONTRACT:** -

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.

9. **CONTRACTOR'S SUPERVISION:** -

The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the AGM/WCM to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICE-IN CHARGE, to received instructions.

10. The AGM/WCM shall have full powers and without assigning any reason, required 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.

11. **LABOUR:** -

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

12. **PRECAUTIONS UNDER 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 purposes.

13. **DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN:** -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the AGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting I death)

loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

**14. LAWS GOVERNING THE CONTRACT: -**

The contract shall be governed by the India laws for time being in force.

**15. 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 if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the contractor shall: -

- 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 borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service.

(OR)

- b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

(OR)

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

**16. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -**

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

**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 the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive of M&S department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM 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 the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

**18. CANCELLATION OF CONTRACT IN PART OF 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 AGM/WCM or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by concerned executive of M&S department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

**19. TERMINATION OF CONTRACT ON THE 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 AGM/WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”**

**21. RECOVERY FROM CONTRACTOR: -**

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

**22. POST TECHNICAL AUDIT OF WORK AND BILLS: -**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof 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. SIGNING OF CONTRACT: -**

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

**24. FORCE MAJEURE CLAUSE: -**

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

any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.

**25. ARBITRATION: -**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

**26. FRAUD PREVENTION POLICY: -**

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**27. SETOFF CLAUSE: -**

"BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

28. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.
29. Without prejudice to the above, the Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- a) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - b) negligence or willful loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
  - c) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise default by the Contractor, or any of its sub-contractor, or any of their respective employees.
30. All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
31. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
32. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
33. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
34. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
35. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
36. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
37. 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 other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923.

38. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
39. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
40. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.
41. **SUSPENSION OF BUSINESS DEALINGS:** -  
The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website  
<http://www.bhel.com>.  
[http://www.bhel.com/vendor\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vendor_registration/pdf/Suspension_guidelines_adbridged.pdf)
42. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
43. Security Deposit: **Not Applicable**

(on Firm letter head)

Tender No: 975522034E

Date.....

**Certificate and documents in support of eligibility criteria**

1. It is certified that we are independent Chartered and are in full time practice as Chartered Accountants within the meaning of the Act of the Institute and holding a valid Certificate of Practice.
2. That, we are not related to BHEL in any manner and are at arm's length relationship with BHEL and at present, are not associated with BHEL as a Statutory Auditors or as any other Auditor or Consultant.
3. The details of Firm and Partners of the Firm are as below:

1. Name of the Firm	2. Address of the Firm
3. Firm Registration No.	4. Mobile Nos.
5. Phone Nos.	6. Fax No.
7. Email ID	8. Web site address, if any
9. Name and Membership no. of the Partners of Firm	10. Qualification of the Partners of the Firm
11. Name of the Partner authorised to sign the Tender Documents	12. Specimen Signature of authorised Signatory
13. GST registration No	14. PAN no

4. As required:
  - a) The following document issued by the Institute of Chartered in support of validity of the registration of the Firm with the respective institute are enclosed:
  - b) Certificate of Membership of the above Partners of the Firm issued by Chartered are enclosed.
  - c) Certificate of the DISA qualified partner issued by Chartered Accountants of India) is enclosed.
  - d) The following document in proof of Present address of Branch or Head Office of the Firm is enclosed.
  - e) The following document in proof of having conducted internal Audit work of manufacturing companies, required as per eligibility criteria, are enclosed. (minimum two).
    - i) .....
    - ii) .....
    - iii) If the firm has conducted Internal Audit of more than two manufacturing companies as per eligibility criteria, the details of the same can be given here with supporting documents.  
.....

Signature of the Nodal Partner of the Firm  
(With name, Designation & Seal of the Firm)

Place:

Date:

Annexure-2

**(on Firm letter head)**

Tender No: **975522034E**

Date.....

**DECLARATION**

I/We hereby declare that I/We have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the Police / Court against our Firm or Partner.

Signature of the Nodal Partner of the Firm  
(With name, Designation & Seal of the Firm)

Place:

Date:

**(on Firm letter head)**

Tender No: **975522034E**

Date.....

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender without any deviation

Signature of the Nodal Partner of the Firm  
(With name, Designation & Seal of the Firm)

Place:

Date:

(on Firm's letter head)

Tender No: **975522034E**

Date.....

**NEFT/ RTGS FORMAT**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank Address</b>	
<b>IFSC Code of the Bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID of the Firm</b>	
<b>PAN of the Firm</b>	

**Enclosed:** A photocopy / cancelled copy of one leaf from the cheque book for the codes required above.

I/We hereby confirm that the above mentioned particulars are in order. To facilitate NEFT / RTGS credits, I/We will inform BHEL in case of any changes in the Bank Particulars in due course.

Signature of the Nodal Partner of the Firm  
(With name, Designation & Seal of the Firm)

Place:

Date:

(on Firm's letter head)

Tender No: 975522034E

Date.....

**NON DISCLOSURE AGREEMENT**

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

I warrant and agree as follows:

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

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

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

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

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

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

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of the Nodal Partner of the Firm  
(With name, Designation & Seal of the Firm)



**EPROCUREMENT BOQ FORMAT**

Tender Inviting Authority: Senior Engineer									
Name of Work : Engaging of External Consultant to conduct Internal Audit of PO/WOs issued during FY 2020-21 & FY 2021-22 in BHEL, Ranipet.									
Tender Notice No: 975522034E									
Name of the Bidder/ Bidding Firm / Company :									
<b>PRICE SCHEDULE</b>									
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>									
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	TOTAL LUMP SUM AMOUNT AS PER ENTIRE SCOPE OF WORK FOR THREE MONTHS (EXCLUDING GST) "ONLY" TO BE QUOTED BY THE BIDDER in Rs. P	GST (IGST , SGST+CGST ) IN %	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT With GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	16	53	54	55
1	Engaging of External Consultant to conduct Internal Audit of PO/WOs issued during FY 2020-21 & FY 2021-22 in BHEL, Ranipet as per scope of work	1	Unit	INR	To be Quoted	To be Quoted	0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							

Note: 1. The bid has been quoted for the entire scope of the work. 2. No additional charges (other than quoted in this format) by whatever name called will be claimed, 3. Price quoted should be firm and is inclusive of cost for all activities.