

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HPEP: RAMACHANDRAPURAM: HYDERABAD-502032**  
**CMM-FE DEPARTMENT**  
**PHONE NO. 040-23182341/2271; Email: [ravivenus@bhel.in](mailto:ravivenus@bhel.in)/[indra@bhel.in](mailto:indra@bhel.in)**

**NOTICE INVITING TENDER - BHEL/HYD/FE/EODC/CONSULTANT**

Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed bids from eligible Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, **“Appointment of a professional consultant for BHEL with ADGFT Hyderabad & DGFT”**.

The scope of work involved for the Consultant in obtaining EODC & Normss as under:

1. Technical help in respect of the interpretation of FTP, HBP, Public notices, and Policy circulars to help BHEL submit the documentation for filing EODC applications and replies to ADGFT, Hyderabad queries
2. Coordination with ADGFT office for scrutinizing documents submitted by BHEL
3. Communicating the shortfall of information/documents by ADGFT Hyderabad
4. Coordination with ADGFT for tracing old files/documents of BHEL in their offices
5. Updates to BHEL on the status of files at ADGFT
6. Liaisoning with DGFT Delhi for tracing ratified ALC norms
7. Liaisoning with DGFT Delhi for fresh ALC norms

Consultant will be required to perform all procedures related to ALC & EODC activities inline with provisions of FTP, HBP & Customs Act 1962 and as amended from time to time.

The Consultant shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Authority, Customs, DGFT, insurance and other concerned agencies for obtaining ALC's & EODC's.

**CONTENTS**

<b>SL. No.</b>	<b>Description</b>	<b>Page No</b>
1	Notice Inviting Tender	3
2	Prequalification requirements	7
3	Instructions to Tenderer	8,9&10
4	General terms and conditions	11&12
5	Earnest Money Deposit/Bid Security Declaration	12
6	Security Deposit	12
7	Statutory Requirement	12
8	FAILURE TO COMPLY WITH CONTRACT	12
9	PAYMENT TO THE CONTRACTOR	12
10	LAWS GOVERNING THE CONTRACT	13
11	Legal jurisdiction	13
12	Duties & Responsibilities of Contractor	13
13	Arbitration and conciliation	15
14	Contract work description	NA
15	Evaluation of Price Bid	16&17
16	Terms and conditions of Contract Agreement	17
17	Special Instructions	17&18
18	Specific information communicated to vendors	18
19	Declaration by tenderer	19
20	Price Bid	19

**1. NOTICE INVITING TENDER**

1.	Tender Ref No and date:	BHEL/HYD/FE/EODC/CONSULTANT dtd <b>14.05.2025</b>
2.	Tender Type	Open Tender
3.	Name of works	Appointment of a professional consultant for BHEL with ADGFT Hyderabad & DGFT
4.	Estimated Business Volume	35 EODC's & 9 ALC norms
5.	Earnest Money Deposit Amount	NA
6.	Contents of Tender Document.	A] Part-A <u>Technical Bid</u> B] Part- B <u>Price Bid</u>
7.	Submission of offer	As per Clause 3.1 e to g (below)
8.	Due date and time for submission of offer	<b>05.06.2025</b> / 11:00 Hrs.
9.	Due date and time for opening of Technical bid	<b>05.06.2025</b> / 14:00 Hrs.
10.	Contact details for queries related to tender	Shri. Ravi Kumar R, Manager / Imports Coordination, BHEL-HPEP, Hyderabad. Contact No:04023182341 / e-mail: ravivenus@bhel.in;
11.	Corrigendum / Extensions if any	All corrigenda/ addenda/ amendments/ time extensions/ clarifications, etc. to the Tender will be hosted on BHEL portal only ( <a href="https://bhel.com">https://bhel.com</a> ) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.

**1.1 TECHNO-COMMERCIAL BID**

To,  
 Bharat Heavy Electricals Limited  
 H.P.E.P., RC PURAM,  
 HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work '**Appointment of a professional consultant for BHEL for Liaisoning with ADGFT Hyderabad & DGFT Delhi to obtain EODCs & Norms of Advance Authorisations (AA)**' against Tender Enquiry No. BHEL/HYD/FE/EODC/CONSULTANT

I /We have carefully perused the following documents connected with the above-mentioned work and agree to abide with the same.

- |      |  |   |           |
|------|--|---|-----------|
| 1.0  | Notice Inviting Tender                     | } | (Part –A) |
| 2.0  | Prequalification requirements              |   |           |
| 3.0  | Instructions to Tenderer                   |   |           |
| 4.0  | Taxes & Duties – GST Clauses               |   |           |
| 5.0  | General terms and conditions               |   |           |
| 6.0  | Eligibility Criteria                       |   |           |
| 7.0  | Earnest Money Deposit                      |   |           |
| 8.0  | Security Deposit                           |   |           |
| 9.0  | Statutory Requirement                      |   |           |
| 10.0 | Period of Contract                         |   |           |
| 11.0 | Failure to comply with Contract            |   |           |
| 12.0 | Payment to the Contractor                  |   |           |
| 13.0 | Laws governing the Contract                |   |           |
| 14.0 | Legal Jurisdiction                         |   |           |
| 15.0 | Duties & Responsibilities of Contractor    |   |           |
| 15.0 | Contract work description                  |   |           |
| 16.0 | Special Terms & Conditions of Contract     |   |           |
| 17.0 | Evaluation of Price Bid                    |   |           |
| 18.0 | Terms and conditions of Contract Agreement |   |           |
| 19.0 | Special Instructions                       |   |           |
| 20.0 | Declaration by Tenderer                    |   |           |

Note: EMD which is in the form of RTGS/NEFT shall be enclosed in Part –A only

- |      |           |            |
|------|-----------|------------|
| 21.0 | Price Bid | (Part – B) |
|------|-----------|------------|

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

Strike out which is not applicable

Signature of Tenderer

**PART - A**  
**TECHNICAL BID**

Tender Enquiry No. :

Date:

**I. Details of the Contractor :**

a) Name and address of the Firm:

Contact person :

Vendor code (if already allotted by BHEL) :

Phone/Mobile No. :

E-mail ID :

b) Name and address of the proprietor/Director/partners:

c) Is any contract being operated under the Control of the tenderer in BHEL. Yes / No  
(If yes, furnish the details):

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

a) Is any relative of tenderer Employed in BHEL Yes / No  
(If yes, furnish the detail)

Name	Staff no
Location / Area	

Signature of the Tenderer

**II. The contractor shall confirm the enclosure of all the below documents without which tenderer may not be eligible to participate in the tender:**

02	PAN No.	
04	GST REGISTRATION NUMBER	
4.1	State in which registered	
4.2	Type of GST Registration : Composite or Regular ( Indicate Composite or Regular)	
4.3	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
4.4	Place from where the services are rendered	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid ( Part – B )	YES / NO
08	Particulars of Experience/Credentials As per pre-qualification requirements. (Work completion certificates to be enclosed) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: Awardal Copy, Agreement Copy, TDS, Otherwise bid will be liable for rejection.	
09	Details of EMD (RTGS/NEFT has to be enclosed along with Technical bid).	NA

**2. PREQUALIFICATION REQUIREMENTS:**

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- i. Particulars of experience / credentials for the works executed of similar nature from any PSU during last 7 years (PO/Work Orders/Completion/experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
  - a. Three similar completed works each costing not less than the Rs.26.42 lakhs.  
OR
  - b. Two similar completed works each costing not less than the amount equal to Rs.33.03 lakhs.  
OR
  - c. One similar completed work costing not less than the amount equal to Rs.52.84 lakhs.
- ii. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at Rs.19.81 lakhs. Further, if the Bidder fails to submit the documents with figure (s) for any of the 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover.
- iii. Any Bond cancellation worth at least 300 Cr in a financial year.

### 3. INSTRUCTIONS TO TENDERER

3.1. Tender is a two-part bid system. Offers to be submitted in two part bid.

- a) Part A- Enquiry, Techno commercial Bid, Annexures given thereof (I to VII).
  - b) Part B - Price Bid as per format to be filled up and submitted.
  - c) Part A and Part B to be kept in separate sealed covers,
  - d) Part A/Part B cover to be SUPER SCRIBED on the envelopes along with enquiry number, due date and vendor code. These two covers are to be kept in another cover and send the same on which the enquiry number along with due date should be mentioned clearly.
  - e) Quotations should reach us by 11.00 AM hours on the tender due date. Any Offer received after 11.00 AM hours (due date) will be treated as late offer and is liable to be rejected. Tenders will be opened at 13.30 hours on the due date of opening in the presence of the tenderers present. Tender should be addressed to Sr DGM / (CMM-SDC), Vendor Complex, BHEL, Ramchandrapuram, Hyderabad –502 032.
  - f) Bids can be submitted in the tender box located at VENDOR COMPLEX of BHEL Hyderabad or can be send by posted mail. On Tender due date Part-A (Techno commercial bid) of the offer will be opened. After scrutiny of Part A, Price Bids of only techno-commercially qualified (Part-B), will only be opened. These tenderers will be informed separately regarding price bid opening date and time. Suppliers should be prepared to attend tender opening at short notice.
  - g) Bidders can also submit offer through email at his own risk. The offer to be submitted in two parts. Technical offer to be submitted to technicalbid\_hyd@bhel.in and price bid to be submitted to pricebid\_hyd@bhel.in. Interchanging the information in the emails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on other e-mail ID .BHEL is no way responsible for non receipt of offers sent through email due to server breakdown/internet failure/transmission error etc. In case of e-mail offers the mail subject should contain enquiry no, due date and suppliers name, supplier address including contact details shall be mentioned in the content of the mail. Without these details offer may be liable for rejection.
  - h) The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed & stamped on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
- 3.2. Part 'B' – Price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Price bid will be opened in respect of those tenderers who are qualified in Techno- Commercial Bid.
- 3.3. The tenderer should submit the tender documents intact without detaching any page(s).
- 3.4. Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.



- 3.5. All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 3.6. For any further details required, Manager/CMM-FE,BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182341/2271
- 3.7. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.  
BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL.
- 3.8. **VALIDITY OF RATES:** The price bid validity quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- 3.9. The firms/vendors/contractors who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors will be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
  - iii) Agencies who are presently working with BHEL are also required to submit proof of satisfactory performance and completion of contract otherwise the bid will not be considered.
  - iv) Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.
- 3.10. **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**
  - i) 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
  - ii) 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 (i) above
  - iii) 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
- 3.11. BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 3.12. BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

- 3.13. Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 3.14. Tender document should be complete in all respects.
- 3.15. Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 3.16. The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 3.17. BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 3.18. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 3.19. If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 3.20. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

**3.21. Taxes & Duties- GST Clauses**

- i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- iii) Bidder to quote the applicable taxes in the following manner:
  - Harmonized System of Nomenclature (HSN) of Goods
  - Services Accounting Code (SAC) of Services.
  - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
- iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- vi) Any other taxes & duties not covered anywhere above may be indicated separately.

**Taxes deducted at source:**

- i) TDS as per the extant statutes shall be deducted.
- ii) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- iii) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

**Terms & Conditions to be complied in GST**

1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN i.e. 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
2. Reimbursement of GST amount will be made only upon completion of the following:
  - Bidder declaring such invoice in their GSTR-1 Return/ IFF
  - Receipt of Goods or Services and Submission of Tax invoice by BHEL
  - The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit.
4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
5. In case GST credit is delayed/denied to BHEL due to non/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, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.
7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
8. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities.

#### **4. GENERAL TERMS AND CONDITIONS**

- a) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential
- b) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- c) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language.
- d) No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.
- e) Contractor shall have an Office in are within 50km from Hyderabad.

**5. EARNEST MONEY DEPOSIT:**

NIL

**6. SECURITY DEPOSIT**

NIL

**7. STATUTORY REQUIREMENTS:**

- 7.1. The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 7.2. The Income tax as applicable will be deducted from the bill of the contractor.

**8. FAILURE TO COMPLY WITH CONTRACT**

- 8.1. Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 8.2. In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

**9. PAYMENT TO THE CONTRACTOR**

- 9.1. Normally, the periodicity of payment to the contractor shall be on “receiving of EODC/ALCs” basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.
  - a) Payment shall be disbursed on the basis of actual unit executed, duly certified by the concerned executing agency.
  - b) The Contractor shall record the executed work and get it certified by the concerned executing officials for processing the bills.
  - c) The rates quoted by the bidder shall remain unchanged during the period of contract. Price variation clause (PVC) is not applicable.
- 9.2. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The Contractor is bound to execute the work in the period of contract on the same terms and conditions without any demur.
- 9.3. **Penalty Clause:** EODC shall be within 60 days from the date of last input by BHEL. Else 1% per week per EODC/ALC subject to a max of 10% of that particular EODC/ALC.
- 9.4. **Bonus Clause:** Not applicable
- 9.5. **ORC Clause:** Not applicable

**10. LAWS GOVERNING THE CONTRACT**

- 10.1. The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

- 10.2. All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- 10.3. All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

**11. LEGAL JURISDICTION:**

In respect of all matters arising out of or pertaining to the contract, the cause of action there of shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.

**12. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

- 12.1. The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 12.2. The Contractor shall be required to deposit GST as applicable to Central and State Tax Authority, Hyderabad before the stipulated date, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 12.3. Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 12.4. BHEL shall be indemnified against all losses, claims, prosecutions etc. under any law.
- 12.5. The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 12.6. In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole.  
In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 12.7. During the period of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 12.8. In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers,

after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.

- 12.9. All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 12.10. BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract.
- 12.11. The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 12.12. The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 12.13. BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 12.14. BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

### **13. SETTLEMENT OF DISPUTES, CONCILIATION & ARBITRATION:**

- 13.1. **Settlement of Disputes:** Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final. Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. The bidder shall continue to perform the contract, pending settlement of disputes(s).
- 13.2. **Conciliation clause:** CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in [http://www.bhel.com/index.php/story\\_details?story=2454](http://www.bhel.com/index.php/story_details?story=2454) .

### **13.3. ARBITRATION:**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. 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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

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 Sangareddy, Telangana State 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.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 46.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

#### **EVALUATION OF PRICE BID:**

- 13.4. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items (price bid ) indicated above minus tax credit, if, any)
- 13.5. 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 the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s)  
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

13.6. The evaluation currency for this tender shall be INR.

#### **14. Terms and conditions of Contract Agreement**

14.1. Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract.

14.2. The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall Company regarding the above shall accept any application for compensation in terms of time and money.

14.3. The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work, as he deems necessary.

14.4. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the instructions. Supplementing or explaining the same as may be from time to time shall be done by the Company official.

14.5. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.

14.6. The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work.

#### **15. Special Instructions:**

15.1. The tender shall be signed by a duly Authorised Officer who shall produce with the tender, satisfactory evidence of his authorisation. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.

15.2. The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

15.3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" (Dy Manager/CMM-FE & Ins) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith.

Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.

- 15.4. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work.
- 15.5. Tenderers shall keep the offer valid for a period of 120 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
- 15.6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
- 15.7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
- 15.8. The tenderers must satisfy themselves by personal study and examination understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting.
- 15.9. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
- 15.10. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**15.11. Specific information communicated to vendors**

Apart from the fulfilment of general conditions, the vendors who wish to submit the bids for the above category have to know the following specific information

1. All BHEL General Conditions of the Contract shall be applicable.
2. The agency should affix his signature at the end of each page of the document and enclosed supporting documents (by bidder) with Rubber Seal.
3. The contractor shall submit his quotation as per price bid proforma enclosed and shall follow strictly NIT conditions.
4. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

**16. DECLARATION BY TENDERER**

I, -----, aged ----- Yrs., S/o -----  
-----,

Residing at -----  
-----

Hereby declare as follows:

- (i) That my nationality is \_\_\_\_\_.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information, which are true in the tender document.

[Signature with Name & seal of the  
Tenderer]

Date:

Place:

## 17. PRICE BID

**(Part-B)**

**Tender Notice No: BHEL/HYD/FE/EODC/CONSULTANT**

**Name of the work: Liaisoning with ADGFT Hyderabad & DGFT Delhi for EODCs & ALC Norms.**

S. No	Description	No of Units (EODCs)	Rate per Unit	Amount(Rs.)
1	Liaisoning with ADGFT Hyderabad for EODC	35		
2	Liaisoning with DGFT Delhi for searching ALC norms (if ALC is already issued)	9		
3	Liaisoning with DGFT Delhi for fresh ALC norms (if ALC is not issued)	9		
<b>Total Amount (Rs.) excl of taxes</b>				
<b>Taxes (Rs.)</b>				
<b>Total Amount (Rs.) incl of taxes</b>				

### **CONDITIONS:**

1. The estimate is excluding of GST.
2. The quantities shown above are approximate and liable for variation. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The Contractor is bound to execute the work in the period of contract on the same terms and conditions without any demur.
3. Either of sl no 2 or 3 will be applicable.
4. Payment will be made against EODC for sl no 1 and ALC copy submission for sl no 2, 3 as applicable.
5. Evaluation is on over all basis (Total Cost to BHEL for the total requirement against sl nos 1,2,&3 and not on individual item basis).

[Signature of the Tenderer]