



பாரத் ஹெவி எலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(இந்திய அரசு நிறுவனம் / भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

(பிஹெச்இஎல் திருச்சிராப்பள்ளி / बीएचईएल तिरुच्चिरापल्ली / BHEL Tiruchirappalli)

फोन /Phone : 0431 257 8187 | ईमेल /Email : apachori@bhel.in

NOTICE INVITING e-TENDER (Through GeM Portal)

Two-part **e-Tender** inviting techno-commercial and price bids for **Inspection of Fabricated and Machined Components of Boilers & Piping Components at BHEL's Outsourced Vendor Firms All Over India.**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through **GeM Portal**

SL	DESCRIPTION	DETAILS																				
1	Location of Work.	BHEL Outsourced Vendors’ Works																				
2	Period of contract	18 Months from the date of award of contract																				
3	Service qty.	As per Price Bid BOQ																				
3	Splitting of Contract	Splitting of contract in the ratio of 45:30:25 will be done as follows:-																				
		Bidder with the lowest price (L1) shall be awarded the highest percentage of the load. The business is intended to be shared as given below.																				
		Contract will be awarded to maximum of three contractors (including L1) divided into 45:30:25 ratios among L1, L2 & L3... bidders (who accept the L1 rate) respectively as per below cases:																				
		<table><tr><td>Sl No:</td><td>No. of vendors accepting the L1 price</td><td>% of Contract Value to be awarded to L1</td><td>% of Contract Value to be awarded to L2</td><td>% of Contract Value to be awarded to L3</td></tr><tr><td>Case-1</td><td>2</td><td>45%</td><td>30%</td><td>25%</td></tr><tr><td>Case-2</td><td>1</td><td>60%</td><td>40%</td><td>NA</td></tr><tr><td>Case-3</td><td>0</td><td>100%</td><td>NA</td><td>NA</td></tr></table>	Sl No:	No. of vendors accepting the L1 price	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3	Case-1	2	45%	30%	25%	Case-2	1	60%	40%	NA	Case-3	0	100%	NA	NA
		Sl No:	No. of vendors accepting the L1 price	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3																
		Case-1	2	45%	30%	25%																
		Case-2	1	60%	40%	NA																
		Case-3	0	100%	NA	NA																
		Note:																				
		Higher share of load will be given to the bidder with lowest price (L1) and in the order of next subsequent bidders (L2, L3 ...) provided they match the rate of L1. However, if the next bidder (L2, L3, .) bidder/TPIA, to whom share of business is offered, fail to accept the offer, the same will be offered to next subsequent bidder(s) in sequential order.																				
In case, none of the other bidders i.e. L2, L3, L4 ..., who are offered Business share fail to accept the offer, BHEL reserves the right to give entire business volume to L1 bidder OR retender.																						
In case Non MSE bidder is L1 and MSE vendor / vendors offer price is / are within L1 price + 15 %, preference will to given to MSE																						

SL	DESCRIPTION	DETAILS
		<p>vendor (As per merit amongst MSE vendors) to enable them to get minimum 25 % of awarded value subject to acceptance of L1 rate.</p> <p>The splitting ratio can vary anytime during the operation or validity of contract based on delays/ non- attending inspection calls (refusals)/ other performance parameters/ feedback / requirement from BHEL/BHEL Customer</p>
4	Earnest Money Deposit (EMD)	<p>₹ 2,00,000 (Rupees Two Lakhs)</p> <p>EMD Waiver: for Central/ State PSUs/ Government depts./ Autonomous/ Educational/ Research institutions and MSE vendor</p> <p>EMD Waiver: for MSE (Micro and Small Enterprises only) vendor by submitting only Udyam Registration certificate or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation.</p>
8	For Obtaining MSE benefits in Payment terms and allocation of works / contract	<p>MSE (Micro and Small Enterprises only)</p> <p>By submitting only UDYAM Registration certificate or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation.</p> <p>Important Note: Vendor has to enclose UDYAM Registration Certificate while submitting the offer in GeM Portal to avail the MSE benefits.</p>
5	Security Deposit (SD)	<p>5% of order value</p> <p>SD Waiver: for Central/ State PSUs/ Government depts./ Autonomous/ Educational/ Research institutions</p>
6	<p>Price Bid</p> <p>*Vendor to Quote the “Lump Sum Value” with GST (i.e., inclusive of GST)</p>	<p>Quoted Lump Sum Value = Lump Sum Value Including GST 18% (Refer Page no. 77 for Details)</p> <p>Please quote Lump Sum Value with GST in GeM</p> <p>Abnormally low value bid(s) will summarily rejected.</p> <p>The amount quoted shall remain firm and valid during the entire period of contract</p>
7	Pre-Bid Meeting	<p>Pre-bid meeting for clarifying any doubts with respect to the tender documents will be held as follows:-</p> <p>Date : 06.06.2025</p> <p>Time : 10:30 Hrs</p> <p>Venue : Building 24, BHEL Trichy</p>
9	Benefits to Start-up companies	<p>Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, Start-Up certificates in the relevant field, issued by department of industrial policy and promotion shall be submitted along with the tender.</p>
10	Last date of receipt of filled-in Tender / Offer	<p>02.00 P.M. on 26.06.2025</p> <p>Online bid opening through GeM Portal i.e. https://gem.gov.in</p>
11	Date, Time & Place of opening of Techno-Commercial bid (Part-I)	<p>02.30 P.M. on 26.06.2025</p> <p>Online bid opening through GeM Portal https://gem.gov.in</p>
12	Date, Time & Place of opening of Price Bid (Part-II)	<p>Online bid opening through GeM Portal https://gem.gov.in</p> <p>The date / time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.</p>

SL	DESCRIPTION	DETAILS
13	Contact details for queries related to tender	Anjana Pachori, Dy Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in M Umashankar, Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.in
14	Contact details for queries related to scope of work & working area details	Mr. S R Harish, Sr Manager / QC-OLI e-mail: harishsr@bhel.in / Ph: 0431 257 4330 Mr. N S Avinash, Manager / QC-OLI e-mail : ns.avinash@bhel.in / Ph: 0431 257 8209
COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS: The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected		

The tender documents comprise the following: -

(I) Part-1 – Techno Commercial Bid

- Annexure-J1 : Buyer Added Bid Specific Additional Terms & Conditions (ATC)
- Annexure-J2 : General Conditions of Contract (GCC)

(II) Part-2 – Price Bid

- Annexure-P1 : Price bid - Work / Rate Schedules

Tender can be cancelled at any stage due to unavoidable circumstances. Please note that this is only a request for an Offer and not a Contract.

Thanking you,

For **Bharat Heavy Electricals Limited**

Anjana Pachori
Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

ANNEXURE-J-1

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Clause	Details										
1	PRE QUALIFICATION CRITERIA (PQC)										
1.1	TECHNICAL										
1.1.1	<p>EARNEST MONEY DEPOSIT (EMD)</p> <p>Earnest Money Deposit (EMD) ₹2,00,000/- (Rupees Two Lakhs only) shall be paid by the bidders.</p> <p>The EMD will be accepted only in the following forms.</p> <ul style="list-style-type: none">a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)b) Electronic Fund Transfer credited in BHEL account (before tender opening) - The details are at Clause No.-11c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)d) Insurance Surety Bonds <p>Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.</p> <p>MSE benefits (exemption from EMD only for Micro & Small) will be provided in case of submission of Valid UDYAM Registration Certificate.</p> <p>EMD given by all unsuccessful tenderers will be refunded after award of contract. EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.</p> <p><u>FORFEITURE OF EMD:</u></p> <p>EMD by the tenderer will be forfeited along with applicable GST as per tender documents if:</p> <ul style="list-style-type: none">• After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.• The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract. <p>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.</p>										
	1.1.2	<p>ORGANIZATION/FIRM REGISTRATION</p> <p>Only registered / licensed companies / firms / proprietors / partnerships will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956”is applicable the Company shall be registered in line with “Companies Act 1956”.</p> <p>Documents to be submitted: The details of the registration Documents to be submitted are below:</p> <table><tr><th>SL</th><th>Type of Organization</th><th>Documents to be submitted</th></tr><tr><td>1</td><td>Sole Proprietorship</td><td>Trade License / GST registration / Auditor’s letter / PAN</td></tr><tr><td>2</td><td>Partnership</td><td>Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN</td></tr></table>	SL	Type of Organization	Documents to be submitted	1	Sole Proprietorship	Trade License / GST registration / Auditor’s letter / PAN	2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
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1	Sole Proprietorship	Trade License / GST registration / Auditor’s letter / PAN									
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN									

Clause	Details			
	3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN	
	4	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association	
	5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association	
	6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association	
	Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and copy of PAN Card shall be enclosed.			
	GST registration Number: A copy of GST certificate shall be enclosed.			
	UDYAM Registration Certificate: If the bidder is MSE, then the copy of UDYAM Registration Certificate shall be enclosed.			
	<u>TECHNICAL CRITERIA</u>			
	a) Bidder headquarters / corporate office, located in ‘INDIA’ must be an ISO 9001- 2015 certified.			
	b) Bidder headquarters / Corporate office, located in India must be accredited in accordance with ISO/IEC 17020:2012 by NABCB. Also accreditation scope of category should be at least IAF SCOPE 17 and IAF SCOPE 18.			
1.1.3	<u>Valid documentary evidences required / list of documents to be submitted/ uploaded/ furnished</u>			
	a) Valid ISO 9001-2015 certificate of designated head quarter/ corporate office in India			
	b) The valid certificates of ISO/IEC 17020:2012 (by NABCB) with accreditation scope of IAF SCOPE 17 and IAF SCOPE 18 of designated headquarters / corporate office in India.			
	<u>MANDATORY OFFICE & OTHER OFFICE LOCATIONS</u>			
	Bidder shall have a mandatory office/branch/Centre at following six locations.			
	SL. No	Mandatory Location 1 Each at		
	1	Trichy		
	2	Bhilai		
	3	Nagpur		
	4	Chennai or Coimbatore		
	5	Kolkatta		
	6	Deihi/NCR		
	1.1.4	<u>Valid documentary evidences required / list of documents to be submitted/ uploaded/ furnished</u>		
	a) Following document(s) in original or digitally signed/notarized with true copy of original shall be submitted for the location of office at Trichy:			
	b) Valid documentary evidence (valid trade licenses, valid registry or valid registration certificate of state government or valid commercial lease deed (registered) or valid and notarized rent agreement for commercial use).			
	c) Current month Electricity bill of same office address (Notarization NOT required for Electricity Bill)			

Clause	Details
1.1.5	<p><u>PREVIOUS EXPERIENCE</u></p> <p>Bidder shall have experience of having successfully completed the work in the field of Inspection Services of Fabricated or Machined Components or Structural items during last 7 years ending 31.03.2025 should be either of the following: -</p> <ol style="list-style-type: none"> Three similar works costing not less than ₹94.83 Lakhs OR Two similar works costing not less than ₹118.54 Lakhs OR One similar works costing not less than ₹189.66 Lakhs <p><u>Valid documentary evidences required / list of documents to be submitted/ uploaded/ furnished</u></p> <ol style="list-style-type: none"> Following document(s) in original or authorised signatory/ self-attested/ digitally signed copy of original: <ol style="list-style-type: none"> For executed/ completed contracts: For executed/ completed contracts: Letter of award (LOA) or work order of executed contract along with (+) at least one document like completion certificate or performance certificate which prove that bidder has executed/ completed the work order as per terms and condition of awarded contract
1.1.6	<p><u>DATA OF INSPECTION ENGINEERS:</u></p> <p>Bidder has to submit the data of all inspection Engineers as per Annexure –P available in GeM ATC (To be Attached as Word Documents in ATC and Signed PDF Document along with PQR Documents)</p> <p>BHEL reserves the right to verify the correctness of data filled in the annexure at any time during the contract period.</p> <p>Note: Name of the inspectors need not be mentioned in the annexure. However, certificate numbers can be mentioned in the relevant boxes for easier traceability during execution stage.</p>
1.1.7	Sign and sealed this Tender Document in all pages or digitally sign on First Page.
1.2	<u>FINANCIAL:</u>
	<p>Bidders must have achieved an average annual financial turnover (Audited) of ₹71.12 Lakhs, in any consecutive three Financial Years out of the last Six Financial Years (FY) i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.</p> <p>Documents to be Submitted</p> <ol style="list-style-type: none"> Balance Sheet Profit & Loss Account Statement
1.3	<u>SUBMISSION OF INTEGRITY PACT DULY SIGNED - Applicable.</u>
1.4	Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, , and shall submit undertaking (Annexure-4) to this effect.
1.5	Customer Approval (if Required). – Not Applicable
	Explanatory Notes for the PQR:
ii	Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover PQR – 1.2 above along with all annexures.
iii	In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
iv	If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.
v	Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.
vi	Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – QR – 1.1 to 1.4

Clause	Details														
2	SCOPE OF WORK:														
1. BILL OF QUANTITY															
	<table><tr><th>SL No</th><th>Description of Work</th><th>UOM</th><th>QTY</th></tr><tr><td>1</td><td>Category-I: Inspection of general fabrication of structural components like Ducts, Beams, Bracings, Ceiling girder, Columns, hangers & supports, Handrails, bunkers, TG structures where complete drawings are supplied by BHEL. Material will be either procured by the vendor under OVM contract or supplied by BHEL under OSB contract for fabrication at different locations in India. It includes inspection of Blasting & painting as per requirement (For Trichy Scope 545892 MT + PC Chennai Scope 22219 MT)</td><td>MT</td><td>5,68,111 MT</td></tr><tr><td>2</td><td>Category-II: Inspection of machined components for boiler, Wind box, Skid assemblies with bought out items, Valves, Nitriding, heat treatment and all surface treatment for boilers, boiler house auxiliaries & Valves components. Pressure parts attachment and punching, pressing/shearing components for boiler and its auxiliaries, assembly products where complete drawings are supplied by BHEL. Material will be either supplied by BHEL or procured by the vendor at different locations in & around Tamil Nadu. It includes inspection of Blasting & painting as per requirement. (For Trichy Scope Rs 25600 Lakhs (Valves -4500, OS - 21100) + PC Chennai Scope Rs 1645 Lakhs) Inspection of jigs, fixtures and other tooling jobs ordered by BHEL against BHEL drawing and the materials under the scope of vendor at different locations in India. (For Trichy Scope Rs 200 lakhs) materials under the scope of vendor at different locations in India.</td><td>% of PO VALUE (₹)</td><td>₹ 27,445 Lakhs</td></tr></table>	SL No	Description of Work	UOM	QTY	1	Category-I: Inspection of general fabrication of structural components like Ducts, Beams, Bracings, Ceiling girder, Columns, hangers & supports, Handrails, bunkers, TG structures where complete drawings are supplied by BHEL. Material will be either procured by the vendor under OVM contract or supplied by BHEL under OSB contract for fabrication at different locations in India. It includes inspection of Blasting & painting as per requirement (For Trichy Scope 545892 MT + PC Chennai Scope 22219 MT)	MT	5,68,111 MT	2	Category-II: Inspection of machined components for boiler, Wind box, Skid assemblies with bought out items, Valves, Nitriding, heat treatment and all surface treatment for boilers, boiler house auxiliaries & Valves components. Pressure parts attachment and punching, pressing/shearing components for boiler and its auxiliaries, assembly products where complete drawings are supplied by BHEL. Material will be either supplied by BHEL or procured by the vendor at different locations in & around Tamil Nadu. It includes inspection of Blasting & painting as per requirement. (For Trichy Scope Rs 25600 Lakhs (Valves -4500, OS - 21100) + PC Chennai Scope Rs 1645 Lakhs) Inspection of jigs, fixtures and other tooling jobs ordered by BHEL against BHEL drawing and the materials under the scope of vendor at different locations in India. (For Trichy Scope Rs 200 lakhs) materials under the scope of vendor at different locations in India.	% of PO VALUE (₹)	₹ 27,445 Lakhs		
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The quantities given in the contract are tentative and may change to extent of + or – 30%. Bidder shall carry out inspection as per the awarded rates.															
2. SCOPE OF WORK															
TYPE OF PRODUCTS (INDICATIVE)															
2.1 List of items likely to be subcontracted by BHEL but not limited to the list below: General Fabrication: Boiler structures columns, ceiling girders, welded beams, rolled beams, bracings, floor grills, ducting items, expansion bellows, ash and coal hoppers, pipes with attachments, welded tees and beams, clamps and hanger components, pipe supports, tie rods, turn buckle, pipe clamp, feed pipes, and similar fabricated components of boilers & auxiliaries. Assembly Products: Wind box, skid assemblies, feeders etc. Punching, pressing and shearing components, Pressure part attachments. Machining Components: Tie rod with m/c , Various components which need precision machining and assembly like Valve, Oil Field Equipment, Boiler & Feeder components and other Jobbing items.															

Clause	Details																																																		
	Inspection of Blasting & painting only as a separate PO, Nitriding, heat treatment and all surface treatment for Boilers, Boiler house auxiliaries components and valves which is either covered in the main PO or as a separate PO.																																																		
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Clause	Details		
	5	Madurai	3
	6	Pudukkottai	4
	7	Trichy	203
	8	Tuticorin	2
6. FOR JIGS & FIXTURES			
	SL	City	No. of Firms
	1	Chennai, Coimbatore, Ranipet, Bengaluru, Kolkata, Mumbai, Pune, Ludhiana, Kanpur	55
7. PROCEDURE FOR INSPECTION:			
7.1	All inspection activities shall be carried out as stipulated in quality management instruction (QMI26) latest. In addition to the engineering drawing which details the products and inspection requirements, BHEL gives quality work instructions (QWI) like quality document for inspection stages as in QMI. Quality control procedures (QCP), standard quality plans (SQP), standard inspection procedure (SIP), contract quality plan (CQP) as applicable for each product. Most of the components of assemblies / sub- assemblies require stage inspections including raw material inspection, verification of process parameters, fit up, Welding NDE, dimensional checking, Post Weld Heat Treatment, Hydro testing performance /functional test ,surface preparation , painting and final inspection up to dispatch and documentation as specified in quality documents.		
7.2	Wherever customer inspection is envisaged the same has to be coordinated by the inspection personnel at the subcontractor's works. Quality plan or separate communication or both will be given to notify the requirement at the appropriate time.		
7.3	Inspection agencies shall ensure that all stage and final inspection calls are raised by vendor through B2B system only.		
7.4	Inspection agencies shall attend and close all the inspection calls within 48 24 hours from the time of inspection calls.		
7.5	Due to urgency of work, other agencies of BHEL / customer, if authorized by BHEL/QC/OLI, may also issue instruction to Inspection Agency.		
7.6	If Vendor PO contain the scope of work for Heat treatment, Surface treatment , blasting and painting works etc., Inspection agency shall carryout Inspection at various BHEL approved vendor works.		
7.7	Inspection agencies are expected to execute and provide quality services in a professional manner & commensurate with the available facilities. They also shall educate and guide the vendor for proper process control.		
7.8	Inspection agencies have to arrange their own transporting arrangements to reach the vendor's/subcontractor's site for inspection. Residence / Office of inspectors shall be preferably within 20kms for easy accessibility to vendor works. All Inspection activities (witness/review) shall be carried out (through physical visit by approved Inspection Engineer) at BHEL approved address of Supplier Works/Labs ONLY. Remote Inspection using any electronics/software platform/video telecommunication or any other mode is NOT allowed and no request for same shall be entertained by BHEL.		
7.9	Inspection Agencies have to ensure every finished component accepted by inspector shall bear the metallic seal of inspector in a prominent place. Whenever small components are involved, the inspection agency shall ensure that the components are bundled or put in a box and sent along with a metallic tag which will bear the seal of inspector and follow traceability as per QWI.		

Clause	Details
7.10	The components inspected and found satisfactory for dispatch shall be accepted by raising Inspection Reports (IR). The Inspection Reports shall be processed through Online stage Inspection system & IR Generation system in B2B
7.11	Workload fluctuation is variable in nature from month to month maximum depending upon the availability of load capacity. It is therefore requested that this variable nature of work load should be kept in mind while arranging inspection against this contract.
7.12	The performance of inspectors will be monitored continuously by BHEL and Performance rating will be communicated separately. In case of unsatisfactory performance, inspection agencies are expected to take appropriate time bound corrective actions to improve the quality of service and feedback shall be given to BHEL on the corrective actions taken.
7.13	In emergencies / exceptional cases, Agency inspectors will have to provide the services at short notice, in extended working hours, Sundays, holidays and in odd hours to the requirement of BHEL
7.14	The components, which are inspected and cleared by the Inspectors posted by Inspection Agency, may be subjected to re-inspection by BHEL Quality Control Personnel or Customer Inspector. Wherever any extra expenditure incurred either by BHEL or by its customers, either during fabrication or erection at site, towards Rectification of defects in the components cleared by inspectors and if the cause of this rectification is due to faulty inspection clearance, penalty @ five times of inspection charges of the concerned item payable will be recovered from the current/existing bills and decision of BHEL Quality will be final in this regard.
7.15	All inspections which have been attended by the earlier/previous/past empanelled TPIAs for stage or final inspection (pending clarifications/ disputes/not closed) shall be taken up by the Bidder/current or latest empanelled TPIA based on the inspection records issued / signed by the earlier empanelled TPIA. In case the bidder has previously worked with BHEL (in previous TPIA contract, if any), the inspection charges, for inspection carried out on or after implementation of this new contract, will be paid as per rate of latest LOA placed on TPIA.
7.16	TPIA/Bidder has to send their Inspection Engineers at BHEL Office or BHEL's Customer(s) Office(s)/Premise, whenever desired by BHEL/ BHEL Customer, for approval of their Inspection Engineer(s) by BHEL or BHEL Customer. The incurred Cost/Expenditure (including Travel or accommodation or any other cost) in this process of approval (by BHEL or BHEL Customer) shall be borne by TPIA/Bidder itself. Approval of Inspection Engineers by BHEL or BHEL Customer shall not absolve the Bidder of their responsibility for ensuring completion and correctness of inspection & timely attending the calls. It will be sole responsibility of the Bidder to ensure that competent and approved Inspection Engineers are deployed for Inspection of BHEL job(s).
7.17	<p>Unforeseen Circumstances/Events/Pandemics/Blockades etc. In case of unforeseen circumstances / events or situation including epidemics or pandemic or blockades or calamity etc., following shall be applicable</p> <ol style="list-style-type: none"> Latest SOP/Guidelines of concerned region / area issued by Concerned Authorities / State / Central Government shall be followed. Support shall be extended by BHEL in obtaining and arranging Movement pass/permission letter (if, wherever permitted or asked by authorities) whose Inspection request has to be attended in such areas/regions/zones. In case of delay (by BHEL) in obtaining (or unable to) such permission/passes, stated penalty on account of delay/auto-refusal in attending Inspection request/call shall not be applicable.
<p>NOTE: This clause is merely indicative and does not provide an exhaustive list of events. Applicable detail(s) are governed through Force Majeure Clause.</p>	

Clause	Details
	<p>8. TECHNICAL TERMS & CONDITIONS OF CONTRACT:</p> <p>8.1 The inspection agencies shall own the responsibility to ensure that the components are inspected at appropriate stages and at final stage as per the scope of purchase order and guidelines of BHEL Quality Management instruction (copy of QMI-26 (latest) is given as enclosure) and applicable Quality Work Instructions such as QCP, SQP, SIP, CQP latest version etc.,</p> <p>8.2 The Inspection Agency shall have adequate experienced inspection personnel to maintain the required strength of Inspectors by suitable immediate substitute for the Inspectors who resign / are on long leave and the Inspection Agency has to take all necessary steps to ensure the Inspection services are carried out without any delay/obstruction or interruptions.</p> <p>8.3 The bidder shall maintain a competency mapping for all their inspection Engineers and evaluate and impart necessary training as and when required.</p> <p>8.4 The inspection agencies shall evaluate the quality performance of the sub-Contractors as per the relevant guidelines issued by M/s BHEL and send the reports as specified in QMI-26(Latest). Gross inadequacies/deviations shall be brought to the notice of BHEL/QC/OLI immediately for necessary follow up action.</p> <p>8.5 The Inspection Agencies shall verify and ensure the availability of Qualification procedures etc., and wherever necessary conduct personnel qualification test, procedure qualification test, review of qualification records and surveillance audit check in connection with processes like welding, heat treatment, blasting & painting etc. Also, the consumables used in welding, NDE and painting shall be checked for its suitability as per BHEL approved list/standards & recorded.</p> <p>8.6 The Inspection Agencies shall ensure only calibrated instruments & gauges are being used for inspection activities.</p> <p>8.7 The inspection agencies shall respond immediately for the feedback with regard to any discrepancies on the inspected components / urgencies from shop and site</p> <p>8.8 The Inspection Agencies shall coordinate with customer's representative for the inspection stages identified in the contract Quality Plan / communication issued by BHEL QC/OLI.</p> <p>8.9 The Inspectors posted for inspection shall be available in the neatly dressed in the Inspection Agency's Uniform and with safety shoes, all to be furnished by the Inspection Agency. All inspectors are to be issued with photo ID card by concerned inspection agency.</p> <p>8.10 Vehicle for the movement from residence to work place and back to residence for the Inspectors posted has to be arranged by the respective Inspection Agency to perform inspection services at Vendor works.</p> <p>8.11 The Inspection Agency / the inspector shall not off-load any part of the work, assigned by BHEL. If found contract shall be immediately terminated.</p> <p>8.12 The information regarding addition/deletion/ change of manpower shall be furnished to QC/OLI, BHEL- Trichy, immediately, Competency mapping and skill evaluation for the additional manpower shall be approved by QC/OLI, BHEL.</p> <p>8.13 The performance of Inspection Agency shall be monitored on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/ sites, feedback of suppliers, Surveillance/Audit report of</p>

Clause	Details														
	QC/OLI, BHEL-Trichy and feedback from Customers. BHEL reserves the right to regulate the load based on performance and response of the agencies as per guidelines given in the QMI-26(Attached)														
8.14	Inspection Agencies shall transact communications through network for faster and accurate communication.														
8.15	BHEL will give exposure on type of products to be inspected and about guidelines for inspection														
8.16	All Inspection Engineers shall be controlled by the Trichy Agency office only, rather controlled by other regions are not accepted.														
8.17	Agency shall maintain														
8.17.1	ISO-9001: 2015 (Quality Management System) Accreditation														
8.17.2	Certificates of ISO/IEC 17020:2012 (by NABCB) with accreditation scope of IAF SCOPE 17 and IAF SCOPE 18 of designated headquarters / corporate office in India throughout the contract period.														
8.18	No consultant/persons on Contract basis or Freelancer is allowed for BHEL inspections. Only Permanent employees shall be used for BHEL inspection. The frequency of approval of inspectors will be decided by BHEL on case to case basis, depending upon the requirement. All inspection personnel shall carry photo identity card issued by respective TPIA. Preferably Traces Form 16 of each Inspection Engineer by Employer (Bidder) to be submitted at the time of Bid Submission.														
8.19	The inspection agency should satisfy themselves for adequate safety at the Supplier's/ Sub-suppliers/ works or Testing laboratory. BHEL shall not be responsible for any loss/ damage on this account. In case of unsafe working conditions at the Supplier's/ Sub-suppliers/ works or Testing laboratory the TPIA should immediately inform BHEL.														
9. MANDATORY OFFICE/ CENTRE/ BRANCH LOCATIONS															
9.1	Bidder shall maintain a mandatory Inspection office/centre/branch at following locations as per the table below, from the date of tender submission throughout the operation/execution and validity of contract including extension, if any.														
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9.2	The bidder's office shall be equipped with a PC, modern modes of communication, printer, internet facility etc. in their office. Mobile phone, e-mail and internet facility should be available with all Inspection Engineers.														
10. ADDITIONAL OFFICE/ CENTRE / BRANCH LOCATIONS															
10.1	In addition to the above mandatory offices, bidder should Certify during submission of bid documents to provide offices/resident offices at minimum 7 additional locations out of following within 15 days of award of work or as per BHEL instructions.														

Clause	Details																
	<table> <tr> <th>Sl / No</th><th>Mandatory Location 1 Each at</th></tr> <tr> <td>1</td><td>Raigarh (Chhattisgarh)</td></tr> <tr> <td>2</td><td>Sonipat (Haryana)</td></tr> <tr> <td>3</td><td>Jhansi or Rae Bareli (UP)</td></tr> <tr> <td>4</td><td>Patna (Bihar)</td></tr> <tr> <td>5</td><td>Faridabad (Haryana)</td></tr> <tr> <td>6</td><td>Wardha (Maharashtra)</td></tr> <tr> <td>7</td><td>Seraikhela Kharsawan/Jamshedpur (Jharkhand)</td></tr> </table>	Sl / No	Mandatory Location 1 Each at	1	Raigarh (Chhattisgarh)	2	Sonipat (Haryana)	3	Jhansi or Rae Bareli (UP)	4	Patna (Bihar)	5	Faridabad (Haryana)	6	Wardha (Maharashtra)	7	Seraikhela Kharsawan/Jamshedpur (Jharkhand)
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10.2	Additional office location (other than the above) may increase depending upon the loading patterns and location of high potential vendors. In case of any requirement, BHEL may instruct to TPI agency for providing resident offices to the cater the requirement, the agency has to establish such facility within 30 days of notice.																
	11. MANPOWER REQUIREMENT, DEPLOYMENT AND ELIGIBILITY																
11.1	Inspection Engineers employed by the Inspection agency shall have the following qualification criteria.																
11.1.1	For BHEL jobs the Bidder should have a team of minimum 51 qualified and experienced persons . Preferably Inspectors should be Engineering Degree holders, or Minimum qualification of Diploma in Mechanical/Metallurgy/Production Engg. / Civil engg and remaining may be Diploma in Engineering.																
11.1.2	Valid Level II qualification in NDE -RT, UT, MT, PT, VT as per SNT-TC-1A of ASNT																
11.1.3	Shall have familiarity with ASME/ AWS code requirements.																
11.1.4	All inspection engineers shall have certification on painting Inspection																
11.1.5	All inspection engineers shall have knowledge on English (Read, Write, speak) & Hindi-Spoken for inspection outside Tamilnadu.																
11.1.6	Valid Eye Test/ Colour Blindness Certificate.																
11.1.7	10% of Inspection Engineers shall be certified welding Inspectors (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent																
11.2	-Graduate (Only Full Time Degree Holders) in Engineering and 3 years' experience (after completing Graduation) in inspection activities of fabrication and machining OR Diploma (3 Years Full Time) in Engineering and 5 years' experience\ (after completing Diploma) in inspection activities of fabrication and machining. Internship/Training Period shall not be included in experience.																
	Bidder has to submit following documents for approval of inspector after award of contract:																
11.2.1	CV/Resume with educational background and experience, in PDF format/hard copy only, attested by Bidder authorize person and also self-attested by Inspector himself (MS Word/.doc / other editable format will not be accepted)																
11.2.2	Copy of Valid (not expired) NDT Certificates																
11.2.3	Self-attested Copy of Experience Certificate, if any																
11.2.4	Copy of Degree/Diploma Certificate (Full time course only)																
11.2.5	Copy of Consolidated Mark sheet or mark sheets of all semesters																
11.2.6	Bio data of all inspectors in excel sheet as per enclosed																
11.3	All inspection engineers shall be conversant with the use of measuring instruments, gauges etc. and possess working knowledge on Computer.																
11.4	Throughout the operation/execution and validity of the contract (from submission of technical bid till expiry of the contract and irrespective of business volume/PO Value for Inspection shared between the bidders), each of the bidder(s) should have a team																

Clause	Details																											
	(and deploy) of At least 51 (Fifty-One) number of Inspection Engineers eligible as per BHEL requirements. Deployment plan shall be as per BHEL requirements.																											
11.5	ADDITIONAL INSPECTION ENGINEERS: BHEL can ask the bidder to increase the number of Inspection Engineers meeting the qualification criteria stated in clause 11.1 & 11.2 (more than minimum requirement of 51 stated in clause 11.4) anytime during the operation of contract. However, the approval of those additional Inspection Engineers is at sole discretion of BHEL only. It is not binding on BHEL to accept/approve these additional Inspection Engineers.																											
11.6	VERIFICATION BY BHEL: During the submission of bid, Bidder should also agree for the following:																											
11.6.1	BHEL can seek the documents as per 11.2 during Bid Evaluation and also during approval of Inspection Engineers, if contract is awarded to the bidder, before deployment for Inspection.																											
11.6.2	Verification of original records for qualification and Experience details of Inspection Engineers as per clause No. 11.1 and 11.2																											
11.6.3	Interview of Inspection Engineers may be conducted by BHEL, if required.																											
11.6.4	BHEL may conduct physical verification of offices and infrastructure as per Clause No. 8.18 and 9.1																											
11.6.5	BHEL may conduct the surveillance audit of TPIAs during inspection at Vendor's works																											
11.6.6	BHEL may seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract.																											
11.6.7	The TPIA should actively participate to get his inspectors qualified and Approved from BHEL Customers, if required																											
11.7	TENTATIVE MANPOWER AT MAJOR LOCATIONS:																											
	During submission of Bid, the bidder should confirm the following and ensure the compliance of the same during the entire period of the contract period:																											
11.7.1	The Inspection Agency shall have to attend inspection calls throughout India only at vendor works and Testing Laboratories. No of Vendors state wise is specified in scope of work. However to elaborate the BHEL requirement, minimum Inspection Engineers at major location is specified in table below.																											
11.7.2	All inspections which have been attended by the earlier TPIAs for stage or final inspection (pending clarifications/ disputes) shall be taken up by the Bidder based on the inspection records issued / signed by the earlier TPIA.																											
11.7.3	Deploy Minimum Approved Inspection Engineers in each office as per the table below, in all the offices/ Resident offices, during the full contract period.																											
11.7.4	Age of inspectors shall not be more than sixty (60) years, as on 31st MARCH 2025 for inspection of BHEL jobs. Date of Birth Certificate AADHAR/ PAN CARD/ PASSPORT copy of inspectors to be furnished by bidder for verification.																											
11.7.5	.Only BHEL approved inspection engineers will be deployed. Only Level II qualified person in respective NDE shall verify or witness the NDT Test report/ results.																											
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	14	Seraikhehla Kharsawan/Jamshedpur (Jharkhand)	2
	15	Pune	2
	<ul style="list-style-type: none"> Qualified Certified Welding Inspectors and Inspector having Certification in the area of Surface Preparation and Painting (As per CI 11) to be deployed at Trichy & Bhilai and may be deputed to other locations based on specific requirements. The no of inspectors specified is tentative based on the present loading pattern, it may increase depending upon the actual loading patterns and location of high potential vendors. Bidders shall deploy sufficient inspectors based on their loading /BHEL requirements irrespective of business volume shared. The sharing of business by the successful bidders may be done by defining the geographical zones in which the vendors are located and loading patterns, inspection is to be carried out or in any other manner as decided by BHEL during the starting phase of the contract or during the currency of the contract. BHEL units may exercise discretion to take services of any of approved Third Party Inspection Agency in any part of India in situations like: <ul style="list-style-type: none"> Fine tuning and balancing business share Customer's preference of particular inspection agency. Refusal of inspection/ Delay or discrepancy in inspection or related records. Any other contingency. 		
	<p>PROGRERSS MONITORING AND DOCUMENTATION</p> <p>In addition to the calls updating in B2B portal, Annexure Reports shall be prepared for Items identified by BHEL and to be submitted for issued IR's along with job photographs to QC OLI (either through Uploads / Email).</p> <p>Annexure Report to Inspection Report (IR) shall essentially contain following details:</p> <ul style="list-style-type: none"> IR, Purchase Order no. & Date with amendments, if any. Project Details and Description. (PG MA DU) Approved Quality Assurance Plan / Inspection test Plan & revision no. Vendor / Sub-vendor - Name/location. Date & Place of inspection. Reference documents / drawings with revision no./ DCN if any Identification details of the inspected items i.e. tag Number / part no. of the items / equipment. Details of the stages / stage sl. no. from QP / ITP witnessed. Results of the inspection indicating Total quantity inspected, accepted quantity and hold quantity. Areas of concern – i.e. Rework, incomplete, deviations etc. Details of Identification Marks i.e. stamping details. Certification that "Inspection has been carried out as per the referred ITP / QAP and the item / equipment meets all the requirements of the Purchase Order and ITP / QAP". Comments, if any 		

Clause	Details
	<p><u>Progress Report:</u></p> <ol style="list-style-type: none"> The inspection agency shall submit the progress report to BHEL QC OLI on regular basis, indicating No. of calls attended by inspectors in a month, addition/deletion of Inspectors. Also Inspecting Engineer shall have records of photographs of all inspections (Stage as well as Final) with the date and location watermarked and the same to be submitted to BHEL as and when demanded. BHEL may introduce Mobile app based inspection call updating wherein Inspectors has to log in at the vendor location and upload photos/ logs of inspection at the location. Bidders shall ensure deployed Inspection Engineers shall have mobile phones with required specification such as GPS and Camera. <p>12. CONTRACT PERIOD AND PLACE OF WORK:</p> <p>12.1 Duration of the contract: Eighteen Months (18) from the date of award of contract. Purchase Order date for Subcontractor should be within the contract validity period, irrespective of the date of Inspection report cleared by inspection agency.</p> <p>12.2 Delivery Schedule: Vendor shall attend and close the inspection calls within 48 hours from the time of inspection calls.</p> <p>12.3 The work shall be carried out at BHEL Outsourced Vendors' Works.</p>
	PRICE BASIS
	Vendor has to quote "Total value ₹ for the entire scope of work" Including GST in GeM Portal
4	TAXES & DUTIES
4.1	<p>The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead)</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>
4.2	GST (Goods and Services Tax)
4.2.1	GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
4.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
4.2.3	Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.
4.2.4	Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
4.2.5	Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
4.2.6	Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any

Clause	Details
	hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
4.2.7	Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
4.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
a	Supply of goods and/or services have been received by BHEL.
b	Original Tax Invoice has been submitted to BHEL
c	Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.
d	In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
e	Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
f	Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
g	Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
4.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
4.2.10	TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
4.2.11	Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
4.2.12	Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
4.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
4.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
4.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.
4.2.16	<p>Variation in Taxes & Duties:</p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly</p>

Clause	Details
	substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
4.3	Income Tax:
	TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.
8	TRANSIT INSURANCE : Not Applicable
9	PAYMENT TERMS:
	Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect.
a	FOR NON MSME Bidders , 100% Payment _ 90 Days from CRAC date upon submission of billing documents as mentioned in sl. no. 10 below.
b	FOR MSE Bidders (Micro & Small) , 100% Payment _ 45 Days from CRAC date upon submission of billing documents as mentioned in sl. no. 10 below.
c	FOR MEDIUM ENTERPRISES Bidders , 100% Payment _ 60 Days from CRAC date upon submission of billing documents as mentioned in sl. no. 10 below.
	However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.
	NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the contractor”.
10	DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:
	Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
11	BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:
	For Electronic Fund Transfer the details are as below: a) Name of the Beneficiary: Bharat Heavy Electricals Limited b) Bank Particulars: Name of the Company - BHARAT HEAVY ELECTRICALS LTD. Address of the company – High Pressure Boiler Plant, Tiruchirappalli - 620014 Name of the bank – State Bank of India Bank branch - HEAVY ELECTRICALS, KAILASAPURAM BRANCH City - Tiruchirappalli Branch code - 01363 Account Number – 10891588977 Account type - CC IFSC code - SBIN0001363 MICR code – 620002004
12	EMD
12.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
i	EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
ii	The EMD up to an amount of ₹2,00,000/- is to be paid only in the following forms: a) Electronic Fund Transfer credited in BHEL account (before tender opening). b) Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Trichy (along with offer). d) Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period. e) Insurance Surety Bonds. In case the EMD is more than Rs. Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
iii	No other form of EMD remittance shall be acceptable to BHEL.
12.2	EMD by the Bidder will be forfeited as per NIT conditions, if:

Clause	Details
i	The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
ii	EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension
12.3	Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
12.4	EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.
12.5	EMD shall not carry any interest.
12.6	Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION:
14.1	The following shall amount to breach of contract:
I	Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
II	The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
III	The Supplier/Vendor delivers equipment/ material not of the contracted quality.
IV	The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
V	Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
VI	Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
VII	Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
VIII	Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
IX	Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
X	Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.
14.2	Remedies in case of Breach of Contract.
i	Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
ii	Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor,

Clause	Details
	retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
iii	wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
iv	In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
v	If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
vi	In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
vii	It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
viii	In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
	Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.
	LD against delay in executed supply in case of Termination of Contract:
	LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii. Let the value of executed supply till the time of termination of contract= X iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$ v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.
17	MICRO AND SMALL ENTERPRISES (MSE):
	Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Clause	Details												
	<table><tr><th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (excluding SC/ ST & Women Owned)</th></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM Portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)										
Micro													
Small													
18	LIQUIDATED DAMAGE <p>If contractor fails to attend and close the inspection calls within 48 hours from the time of inspection calls, LD shall be levied @ 0.5 % of inspection charges of the concerned item offered for inspection per day of delay. The total value of LD shall be limited to 10% of contract value of delayed quantity without any controversy/dispute of any sort whatsoever. Inspection calls not attended within 96 hours will be viewed very seriously and lead to reduction of agency rating for corresponding month.</p> <p>If any discrepancy is found during checking /audits of inspected items received at Unit / Site or feedback received from customer on aesthetic appearance, mismatching or malfunctioning etc. (during use in the Shop, Erection, Testing or Commissioning) and / or records and if it is established that the discrepancy is on account of inaccurate/ inadequate inspection, Penalty @ 5 times of the inspection charges of the concerned item shall be deducted from pending bills and in case any discrepancy established after the end of contract period and final bill payment has been released, then penalty shall be deducted from security deposit amounts which will be released only after six months after completion of contract.. There shall be no capping for penalty.</p> <p>In case of any change to the order value, the LD shall be subject to a maximum of 10% of the revised order value of delayed quantity.</p> <p>In case of any amendment / revision, LD shall be linked to amended / revised PO value</p>												
19	INTEGRITY PACT (IP): Applicable <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr></table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note:</p>	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in											
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1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in											

Clause	Details
	No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 28 below.
20	PREFERENCE TO MAKE IN INDIA: <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid</p> <p>23.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> An entity incorporated established or registered in such a country; or A subsidiary of an entity incorporated established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation</p> <ol style="list-style-type: none"> "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>Note:</p>

Clause	Details
	<p>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</p> <p>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.</p>
21	SETTLEMENT OF DISPUTE
	<p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p>
21.1	Conciliation:
	<p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
21.2	ARBITRATION:
21.2.1	<p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) 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 Arbitral Institution Madras High Court, Arbitration Centre (MHCAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p>
21.2.2	<p>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 arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ 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.</p>
2.2.3	<p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution Madras High Court, Arbitration Centre (MHCAC) 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 Madras High Court, Arbitration Centre (MHCAC) for adjudication of that dispute shall be final and binding on both the parties</p>

Clause	Details
	and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
21.2.4	The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
21.2.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Tiruchirappalli, Tamil Nadu
21.2.6	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 Tiruchirappalli, Tamil Nadu .
21.2.7	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.
21.2.8	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.
21.2.9	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.
21.2.10	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 21.2.9. 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.
21.3	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public 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.
22	JURISDICTION
	Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamil Nadu . shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
	GOVERNING LAWS
	The contract shall be governed by the Law for the time being in force in the Republic of India.
23	FORCE MAJEURE
23.1	"Force Majeure" shall mean circumstance which is:
	a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.

Clause	Details
	<p>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</p> <p>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii. Epidemic, pandemic etc.</p>
23.2	The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
23.3	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
23.4	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
23.5	<p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>v) Constitute a default or breach of the Contract.</p> <p>vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>
23.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.
24	NON-DISCLOSURE AGREEMENT:
	The bidders shall enter into the Non-disclosure agreement separately. (Format attached).
25	CARTEL FORMATION
	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
26	FRAUD PREVENTION POLICY
	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	SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS
	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vendor_registration/vendor.php.</p>

Clause	Details		
28	<p>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. In the event of any Technical or Commercial queries, the same may please be addressed to the BHEL concerned person(s) given in the tender document before Part I opening-</p> <table border="1"> <tr> <td> Anjana Pachori, Dy Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in </td><td> M Umashankar, Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.in </td></tr> </table>	Anjana Pachori, Dy Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in	M Umashankar, Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.in
Anjana Pachori, Dy Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in	M Umashankar, Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.in		
29	<p>Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c General Conditions of Contract (GCC)</p>		
30	<p>NOTE: 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNOCOMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</p>		
31	<p>Enclosure: Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non-Disclosure Certificate Annexure-8: Integrity Pact Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-15: Power of Attorney for submission of tender. Annexure-17: Proforma of Bank Guarantee for Security Deposit. Annexure-18: List of Consortium Bank.</p>		

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES
v.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES



Tender Ref: GEM/2025/B/6230703, dt. 02.06.2025 – Inspection of Fabricated and Machined Components of Boilers & Piping Components at BHEL's Outsourced Vendor Firms All Over India.

xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable / Not Applicable	YES
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable / Not Applicable	Not Applicable
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable / Not Applicable	YES
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable / Not Applicable	Not Applicable

DATE :

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)



OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,
Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Submission of Offer against NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**

Having examined the tender documents against your NIT No. **GEM/2025/B/6230703, dt. 02.06.2025** and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with **Inspection of Fabricated and Machined Components of Boilers & Piping Components at BHEL's Outsourced Vendor Firms All Over India**, we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder
Signature:
Name:
Address:

Place:
Date:



CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:

- 1) NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.
Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:



UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY
PROCEEDINGS

Ref: NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**

I/We, declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY (With Name, Designation and Company seal)

Place:

Date:



DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref:

- 1) NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**
- 2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder) Date:

Enclosed: Power of Attorney



DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub : Declaration by Authorised Signatory regarding Authenticity of submitted documents.

Ref :

- 1) NIT No. **GEM/2025/B/6230703, dt. 02.06.2025**
- 2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:



NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL Trichy is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s
.....
..... who are submitting offer for providing services to BHEL Trichy against
NIT No... **GEM/2025/B/6230703, dt. 02.06.2025**, hereby undertake to comply with the following in line
with Information Security Policy of BHEL Trichy.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Trichy

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Inspection of Fabricated and Machined Components of Boilers & Piping Components at BHEL's Outsourced Vendor Firms All Over India**. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the

Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



ANJANA PACHORI
Dy. Manager
Works Contracts Management
BHEL, TRICHY - 620 014.

For & On behalf of the Principal

(Office Seal)

Place : Trichy
Date : 11.06.2025



M. UMASHANKAR
Engineer
Works Contracts Management
BHEL, TRICHY-620 014.

Witness:
(Name & Address)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----
Date-----

Witness:
(Name & Address)



DECLARATION

Date:

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
3		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards, (_)
From: M/s

Supplier Code:

Address:



DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable:

☐ The Proprietor, Partner(s), Director(s) of our Company/Firm **DO NOT have any relation or relatives** employed in BHEL

OR

☐ The Proprietor, Partner(s), or Director(s) of our Company/Firm **HAVE relation / relatives** employed in BHEL and their particulars are as below:

- i.
- ii.

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref:

- 1) NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**
- 2) All other pertinent issues till date

We hereby certify that the items/works/services offered by BHEL Trichy has a local content of % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _ 2. _

3. _ 4. _

...

Thanking you, Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref:

- 1) NIT No: **GEM/2025/B/6230703, dt. 02.06.2025**
- 2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that(SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.



POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr.

....., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Works Contracts Management (WCM), in connection with **Inspection of Fabricated and Machined Components of Boilers & Piping Components at BHEL's Outsourced Vendor Firms All Over India** vide GeM Bid No. **GEM/2025/B/6230703, dt. 02.06.2025**

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at, this, day of.....

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public



BANK GUARANTEE FOR SECURITY DEPOSIT

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at.....¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at.....² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

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

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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



- ³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- ⁴ CONTRACT VALUE
- ⁵ PROJECT/SUPPLY DETAILS
- ⁶ BG AMOUNT IN FIGURES AND WORDS
- ⁷ VALIDITY DATE
- ⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

LIST OF CONSORTIUM BANK

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

ANNEXURE-J-2

GENERAL CONDITIONS OF CONTRACT (GCC)

Clause	Details
1	GENERAL INSTRUCTION TO TENDERERS
1.1	DESPATCH INSTRUCTION
i)	The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
ii)	Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
iii)	Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid Entering into this pact shall be a preliminary qualification.
1.2.	SUBMISSION OF TENDERS
1.2.1	The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
1.2.2	Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
1.2.3	Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
1.2.4	Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
1.2.5	The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
1.2.6	The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
1.2.7	The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
a)	the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works

Clause	Details
b)	the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
c)	the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.
1.3	LANGUAGE
1.3.1	The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.
1.3.2	All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.4	PRICE DISCREPANCY:
1.4.1	Price Bid opening: During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
1.5	QUALIFICATION OF TENDERERS
i)	Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
ii)	Offers from tenderers who do not have proven and established experience in the field shall not be considered.
iii)	The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com . (Refer clause 28.0 of NIT).
iv)	Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.
1.6	EVALUATION OF BIDS
i)	Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
ii)	In case the same qualifying experience is claimed by more than one agency, then:
a	The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
b	However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
iv)	Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
v)	Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
vi)	Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.
vii)	Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects.
1.7	DATA TO BE ENCLOSED

Clause	Details
	Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
i)	INCOME TAX PERMANENT ACCOUNT NUMBER
	Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
iii)	An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
iv)	IN CASE OF INDIVIDUAL TENDERER:
	His / her full name, address, PAN and place & nature of business.
v)	IN CASE OF PARTNERSHIP FIRM:
	The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
vi)	IN CASE OF COMPANIES:
a)	Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
b)	Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
1.8	AUTHORIZATION AND ATTESTATION
	Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.
1.9	EARNEST MONEY DEPOSIT
1.9.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
i)	EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
ii)	The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:
a)	Cash deposit as permissible under the extant Income Tax Act (before tender opening).
b)	Electronic Fund Transfer credited in BHEL account (before tender opening).
c)	Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
e)	Insurance Surety Bonds
f)	In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
iii)	No other form of EMD remittance shall be acceptable to BHEL.
iv)	Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.
1.9.2	EMD by the Tenderer will be forfeited as per NIT conditions, if:
i)	After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. OR
ii)	The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LIO/LOA/Contract.
	EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines.
1.9.3	EMD shall not carry any interest.
1.9.4	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

Clause	Details
1.9.5	Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ shall be retained by BHEL until the receipt of the Security Deposit.
1.10	SECURITY DEPOSIT
1.10.1	Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
1.10.2	The Security Deposit shall be furnished before start of the work by the contractor.
1.10.3	The required Security Deposit may be accepted in the following forms.
i)	Cash (as permissible under the extant Income Tax Act).
ii)	Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
iii)	Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
iv)	Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
vi)	Insurance Surety Bonds.
	Note:
i	BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
ii	In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill
1.10.4	The Security Deposit shall not carry any interest.
1.10.5	In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
ii)	The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
iii)	Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
iv)	The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
1.10.6	The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months,
1.10.7	BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.
1.11	RETURN OF SECURITY DEPOSIT
	Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.
1.12	BANK GUARANTEES
	Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with
i)	Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
ii)	The Bank Guarantees shall be as per prescribed formats.
iii)	It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager.

Clause	Details
	BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees
iv)	In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
v)	In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
vi)	Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
vii)	The Original Bank Guarantee shall be submitted to Subcontracting Department of CPC (Central Procurement Cell) - PSHQ of BHEL unless specified otherwise in TCC.
1.13	VALIDITY OF OFFER
	The rates in the Tender shall be kept open for acceptance for a minimum period of SIX MONTHS from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
1.15	REJECTION OF TENDER AND OTHER CONDITIONS
1.15.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
a)	To reject any or all of the tenders.
b)	To split up the work amongst two or more tenderers as per NIT.
c)	To award the work in part if specified in NIT.
d)	In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
1.15.2	Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
1.15.3	Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.
1.15.4	If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.
	In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.
	Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause
1.15.5	BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL 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.
1.15.6	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

Clause	Details
1.15.7	Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
1.15.8	In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer.
	BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
1.15.10	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
1.15.11	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
1.15.12	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
1.16	INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION
	In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

CHAPTER-2

Clause	Details
2.1	DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires
i)	BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at (inviting tenders) (Name of the Unit or Power Sector Regional Offices or its Authorized Officers).
ii)	“EXECUTIVE DIRECTOR” or “GENERAL MANAGER (In- charge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region.
iii)	“COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.
iv)	“ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. For the purpose of joint measurement, verification, certification and/ or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer Incharge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.
v)	“SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
vi)	“CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
vii)	“CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
viii)	“CONTRACT” or “CONTRACT DOCUMENT” shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any

Clause	Details
	conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
ix)	“GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.
x)	“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	“LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	“PLANT” shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	“EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
xvii)	“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	“MONTH” shall mean calendar month unless otherwise specified in the Tender.
xxi)	‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
xxii)	“COMMISSIONING” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
xxiii)	“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
xxvi)	‘EXECUTED CONTRACT VALUE’ shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.

Clause	Details
xxvii)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxviii)	“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
xxix)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
xxx)	“DE MOBILIZATION” shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
xxxi)	“RE MOBILIZATION” shall mean the resumption of work with all resources required for the work after demobilization.
xxxii)	“OVERRUN CHARGES (ORC)” shall mean and include all the costs incurred by the Contractor during the extended period of the contract, including but not limited to any cost arising out of idle labour, administrative cost, T & P and machinery.
2.2	LAW GOVERNING THE CONTRACT AND COURT JURISDICTION
	The contract shall be governed by the Laws of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamil Nadu . shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
2.3	ISSUE OF NOTICE
2.3.1	Service of notice to the Contractor
	Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
2.3.2	Service of notice to on BHEL
	Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.
2.4	USE OF LAND
	No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.
2.5	COMMENCEMENT OF WORK
2.5.1	The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
2.5.2	If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.
2.5.3	All the work shall be carried out under the direction and to the satisfaction of BHEL.
2.6	MEASUREMENT OF WORK AND MODE OF PAYMENT:
2.6.1	All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.
2.6.2	For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
2.6.3	These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of

Clause	Details
	quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
2.6.4	Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
2.6.5	All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
2.6.6	Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
2.6.7	The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.
2.6.8	The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
2.6.9	If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
2.6.10	<p>Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.</p> <p>Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:</p> <p>I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order* except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). –</p> <p>a).....</p> <p>b).....</p> <p>c)</p> <p>It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay.</p> <p>All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.</p>
2.7	RIGHTS OF BHEL
	BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
2.7.1	<p>To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.</p> <p>Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the</p>

Clause	Details
	contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.
2.7.2	BREACH OF CONTRACT, REMEDIES AND TERMINATION
2.7.2.1	The following shall amount to breach of contract:
I	Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
II	The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
III	The Supplier/Vendor delivers equipment/ material not of the contracted quality.
IV	The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
V	Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
VI	Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
VII	Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
VIII	Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
IX	Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
X	Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.
	Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.
	In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.
	LD against delay in executed work in case of Termination of Contract:
	LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.
	Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.
i)	Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
ii)	Let the value of executed work till the time of termination of contract= X
iii)	Let the Total Executable Value of work for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y
iv)	Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
v)	LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
2.7.2.2	Remedies in case of Breach of Contract.
i)	Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

Clause	Details
ii)	Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
iii)	wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
iv)	In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
v)	If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
a	from dues available in the form of Bills payable to defaulted Contractor against the same contract.
b	If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
c	In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
vi)	It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
	Note: 1) The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
2.7.3	In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.
2.7.4	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.
2.7.5	Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.
a)	Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by

Clause	Details
	BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
b)	It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.
c)	Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise
d)	If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
e)	Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.
2.7.6	While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
2.7.7	BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:
i)	suspension of work(s) at a Project either by BHEL or Customer, or
ii)	where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
2.7.8	In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:
a)	The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
b)	There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
c)	The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.
	At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Clause	Details
	Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.
2.7.9	LIQUIDATED DAMAGES
	Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.
	Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.
	Liquidated Damages shall be calculated in the manner stipulated hereinafter:
	In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.
	Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.
	After the completion of work, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record: a) Delays solely attributable to contractor b) Delays attributable to BHEL c) Delays on account of Force Majeure (as specified elsewhere in the contract)
	The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.
	For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.
	Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.
2.8	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.
	The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:
2.8.1	As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
2.8.2	The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
2.8.3	The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.8.3.

Clause	Details
2.8.4	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
2.8.5	The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
2.8.6	While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.
2.8.7	Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
2.8.8	he contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
2.8.9	The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
2.8.10	The contractor shall ensure that no damage is caused to any person/property of other parties working at site/company" premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same
2.8.11	All the properties/equipments/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.
2.8.12	The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
2.8.13	In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
2.8.14	Any delay in completion of works/or non-achievement of periodical targets/or non-execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
2.8.15	The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
2.8.16	<p>All safety rules and codes applied by the Customer /BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.</p> <p>The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.</p> <p>Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.</p>

Clause	Details
2.8.17	The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of seven days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for the purpose of maintaining the records for compliance. Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.
2.8.18	In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
2.8.19	Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
2.8.20	The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.
2.8.21	The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
2.8.22	The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
2.8.23	The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
2.8.24	The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall have to recover the loss from the contractor.
2.8.25	For all works having contract value of Rs. 5,00,000/- or above, 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/ Offices/ 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 (I) of the Employee's Compensation Act, 1923.

Clause	Details
2.8.26	Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.
2.8.27	Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.
2.8.28	The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
2.9	EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION
2.9.1	<p>A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.</p> <p>Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.</p> <p>Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.</p> <p>Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month. BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.</p> <p>Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)</p> <p>Provided, this requirement is reflected in the rolling quarterly plan two months in advance.</p> <p>If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1.</p> <p>The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.</p>
2.9.2	Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
2.9.3	The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
2.9.4	Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.
2.10	TIME OF COMPLETION
2.10.1	The time for completion shall be as mentioned in the LOA/Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.

Clause	Details
1.10.2	Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11.
2.11	EXTENSION OF TIME FOR COMPLETION
2.11.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.
2.11.2	Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
2.11.3	However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.
2.11.4	Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.
2.17	PRICE VARIATION COMPENSATION –
	Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected.
2.18	INSURANCE
2.18.1	BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
2.18.2	It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
2.18.3	If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
2.18.4	The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
2.19	STRIKES & LOCKOUT
2.19.1	The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.
2.19.2	For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.
2.20	FORCE MAJEURE
2.20.1	"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract,

Clause	Details
	<p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>i) War, hostilities, invasion, act of foreign enemies.</p> <p>ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</p> <p>iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</p> <p>vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii) Epidemic, pandemic etc.</p>
2.20.2	The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
2.20.3	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
2.20.4	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
2.20.5	<p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>a) Constitute a default or breach of the Contract.</p> <p>b) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>
2.20.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
2.21	SETTLEMENT OF DISPUTE
	<p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 2.21.1</p>

Clause	Details
2.21.1	Conciliation:
	<p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 for conduct of conciliation proceedings” (as available in www.bhel.com)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
2.21.2	ARBITRATION:
2.21.2.1	<p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) 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 Arbitral Institution (to be identified by the contract issuing agency (eg. “IIAC” (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p>
2.21.2.2	<p>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 arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ 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.</p>
2.21.2.3	<p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution Madras High Court, Arbitration Centre (MHCAC) 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 Madras High Court, Arbitration Centre (MHCAC) 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.</p>
2.21.2.4	The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
2.21.2.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Tiruchirappalli, Tamil Nadu
2.21.2.6	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 Tiruchirappalli, Tamil Nadu
2.21.2.7	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.

Clause	Details
2.21.2.8	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.
2.21.2.9	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.
2.21.2.10	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 21.2.9. 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.
2.21.3	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public 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.
2.21.4	NO INTEREST PAYABLE TO CONTRACTOR
	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
2.25	CLOSING OF CONTRACTS
	The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at https://siddhi.bhel.in only.
2.26	SUSPENSION OF BUSINESS DEALINGS
	BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php
2.27	LIMITATION ON LIABILITY:
	Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss

Clause	Details
	of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.
2.28	NON-DISCLOSURE AGREEMENT (NDA):
	The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).
2.30	CARTEL FORMATION
	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
2.31	FRAUD PREVENTION POLICY
	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.
2.32	ORDER OF PRECEDENCE
	a. Contract agreement with its Amendments/ b. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL c. Notice Inviting Tender (NIT) d. Price Bid e. Buyer Added Bid Specific Additional Terms & Conditions (ATC) g. General Conditions of Contract (GCC)
2.33	OTHER ISSUES
2.33.1	Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
2.33.2	In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
2.33.3	Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.
2.34	CONFLICT OF INTEREST AMONG BIDDERS / AGENTS
	A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the determined of Procuring Entity's interests. The bidder found to have conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more practices in this bidder process, if
a)	they have controlling partner (s) in common; or
b)	they receive or have received any direct or indirect subsidy / financial stake from any of them; or
c)	they have the same legal representative / agent for purposes of this bid; or
d)	they have relationship with each other, directly or through common third parties, that plus in a position to have access to information about or influence on the bid of another Bidder; or
e)	Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components / sub-assembly / Assemblies from one bidding manufacturer in more than one bid; or</u>
f)	In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following; 1. This principal manufacturer directly or through one Indian Agent on his behalf; and 2. Indian / Foreign agent on behalf of only one principal; or
g)	A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
h)	In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

PART-2

PRICE BID **Work / Rate Schedule**

SPECIAL INSTRUCTIONS FOR QUOTING THE PRICE

Bidders have to quote total lump sum value for inspection including GST. The price bid shall be evaluated as a package and not as line items. The contract will be finalized based on the overall LOWEST value (excluding GST) and will be awarded to single bidder only.

Total Lump sum Value for inspection to be quoted by Bidder = [(Qty in MT x Rate in Rs per MT)]+ [(PO Value x % of PO Value)]

If GST is applicable, then the rate of GST shall be quoted while submitting the bid. The GST amount paid by the contractor shall be fully reimbursed by BHEL on submission of proof of remittance challan and uploading the details in GSTN network within the statutory time period.

Individual item rates for the above schedules will be arrived based on the lump sum amount quoted by the bidder & % percentage weightage indicated against each schedule. Individual schedule rates so derived based on the total lump sum price shall be deemed to be the contract rate for all purpose.

Item rate for Category-I will be in Rupees per MT and Item rate for Category-II will be in % of PO value as mentioned in quantity of BOQ.

Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

Payment shall be made for the actual quantities of work executed at the unit rate arrived as per point No. (4) above.

The evaluation currency for this tender shall be INR. The rate shall be firm through the period of contract.

PRICE BID

Work / Rate Schedule

SL No.	Description of Work	Estimated Quantum for Eighteen Months (A)	UOM (B)	Rate in Rs. per MT (C)	Amount in INR (excluding GST) (D)	% Weightage of each item w.r.to Total amount (Excluding GST) (E)
01	Category-I: Inspection of general fabrication of structural components like Ducts, Beams, Bracings, Ceiling girder, Columns, hangers & supports, Handrails, bunkers, TG structures where complete drawings are supplied by BHEL. Material will be either procured by the vendor under OVM contract or supplied by BHEL under OSB contract for fabrication at different locations in India. It includes inspection of Blasting & painting as per requirement	5,68,111	MT	$= \frac{(D)}{(A)}$	$= (E) * (F)$	86.98%
SL No.	Description of Work	Estimated Quantum for Eighteen Months (A)	UOM (B)	% of PO Value in Rs (C)	Amount in INR (excluding GST) (D)	% Weightage of each item w.r.to Total amount (Excluding GST) (E)
	Category-II: Inspection of machined components for boiler, Wind box, Skid assemblies with bought out items, Valves, Nitriding, heat treatment and all surface treatment for boilers, boiler house auxiliaries & Valves components. Pressure parts attachment and punching, pressing/shearing components for boiler and its auxiliaries, assembly products where complete drawings are supplied by BHEL. Material will be either supplied by BHEL or procured by the vendor at different locations in & around Tamil Nadu. It includes inspection of Blasting & painting as per requirement.	₹27,445.59 Lakhs worth of PO Value	% of PO Value	$= \frac{[(D) / (A)] * 100}{100}$	$= (E) * (F)$	13.02%
	Total Value in Rs. excluding GST (F)					(H)/(1+GST%)
	GST Amount in Rs (G)					(H)-(F)
	Total Value in ₹ including all taxes and duties and including GST (H)					To be quoted by bidder in GeM portal (including GST & other taxes and duties)