

NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (who are meeting PRE QUALIFICATION CRITERIA) for the subject work by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

Following points relevant to the tender may please be noted and complied with.

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL BHOPAL/SDX/2022-23/01 ,Dated-19-07-2022
ii	NAME OF WORK	Works contract to finalize selling agency as Service Provider for entering into frame work agreement with BHEL for disposal of scrap & other surplus material across all BHEL Units /Regions/Divisions/Project sites.
iii	DETAILS OF TENDER DOCUMENT	
a.	Part – I (A): Pre-qualification Bid	1. Earnest Money Deposit (EMD) Amount- Rs 87,800/- (Rupees Eighty Seven Thousand Eight Hundred Only) (Refer details in Tender documents)
	Part – I (B) : Techno-Commercial Bid	2. Pre-qualifying criteria for the contract with Annexure-I (as applicable) 3. Scope of work and technical terms & conditions 4. General terms & conditions of the contract 5. Special terms & conditions of the contract 6. Special Instructions to the bidders: 7. Annexures- II - DECLARATION FOR RELATION IN BHEL 8. Annexures- III - NO DEVIATION 9. Annexures - IV- EFT Details
b.	Part – II : Price Bid	Rate Schedule /Price bid format enclosed as per Annexure-V
iv	Issue of Tender Documents	Tender documents will be available at BHEL website (www.bhel.com)
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 09/08/2022 , Time : 11:00 HRS Place : Tender Room, Admin Block, Ground Floor BHEL, Bhopal-462022 (Madhya Pradesh)
vi	Date of Opening of Techno-Commercial Bid	At due date / time Date: 09/08/2022 , Time : 14:00 HRS Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

		(2) Bidder may be present personally or may depute authorised representative to witness the opening of tender.
vii	Date of Price Bid Opening	Will be intimated separately to Technically qualified Bidders
viii	TENDER FEE (Non-refundable)	Rs 1500 (Rupees One thousand five hundred only) + GST Extra as applicable.
ix	LAST DATE FOR SEEKING CLARIFICATIONS	Five days before bid submission due date, at the contact address/email/phone no. given below :- Name: C.P.Meena Designation: Manager Deptt : SDX/BHEL Bhopal Phone: (Landline/Mobile) – 0755-2503828/9811757049 Email : cpm@bhel.in

CHECK - LIST FOR BIDDERS

(Pls ensure all information is filled up

1.	Name of the Enterprise/ Company/ Firm.	Details to be filled
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	Details to be filled
3.	Registered Address of Enterprise/ Company/ Firm	Details to be filled
4.	Contact Details : Landline /Mobile number:.	Details to be filled
5.	E-mail Address for communication w.r.t tender / award of work.	Details to be filled
6.	Name and contact details of person for communication related to Tender	Details to be filled
7.	BHEL SERVICE PROVIDER Code (If any)	Details to be filled
8.	Tender Cost Rs. 1500/- Details/receipt No. and other documents for exemption (if applicable)	Yes / No
9.	Submission of signed and stamped documents of 1.Pre-qualifying criteria for the contract with Annexure-I (as applicable) 2. Scope of work and technical terms & conditions 3. General terms & conditions of the contract 4.Special terms & conditions of the contract	Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No

	5. Special Instructions to the bidders: 6. Annexures- II - DECLARATION FOR RELATION IN BHEL 7. Annexures- III - NO DEVIATION 8. Annexures - IV- EFT Details	
10.	Annexure-V -Part – II : Price Bid	(In separate envelope) YES/NO

Yours Sincerely,
Signature of the Bidder with date & Seal

Special Instructions to the bidders:

1. EMD (read with clause 1.2 of NIT, if applicable) should be submitted as per Part-I(A)-Prequalification Bid. Techno-commercial bid will be considered only, if the Part-I(A): Prequalification Bid is valid. Tender without EMD, if applicable, will be summarily rejected.
2. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted. An offer will be treated as invalid offer if it contains any condition, deviation or insufficiency. Quoting of any ambiguous, overwritten, unclear or erased in price-bid is to be strictly avoided. Any such case, may lead to cancellation of offer.
3. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Bhopal or any other unit or any PSU / GOI organization will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
4. The work of disposal of scrap & other surplus material across all BHEL Units /Regions/Divisions/office/Project sites shall be awarded to only one successful Bidder duly selected through Tender process. BHEL does not guarantee any minimum quantity/business volume. BHEL reserves the right to increase or decrease the tendered the business volume.
5. 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 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. No pre-conditions or any post-conditions shall be entertained by BHEL either before, during or after the bid.
6. Rates should be quoted as per the Rate schedule -Part –VI (Price bid) in the format given. Rates quoted in any other form will not be accepted and will be rejected. Any other information in price-bid will not be considered. The Price Bid envelope should be sealed and super-scribed as given in Para 1.15.
7. Conditional or Late Tenders, Tenders containing prima-facie absurd rates and amounts, tenders which are incomplete, blank or otherwise considered defective, Bid/Tenders not in accordance with the Tender/NIT conditions, Bids/Tender documents not in original, etc., are liable to be rejected.
8. The tender must be signed by Sole Proprietor/Partner/ Director of the Firm/Entity or by the authorised person holding the Power of Attorney on behalf of the Firm/Entity concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
9. If a tenderer deliberately gives misleading or wrong fact/information or misrepresents any fact/information or conceals any fact/information in his tender and/or creates conditions favourable for the acceptance of his/its tender, the BHEL will reject such tender at any stage.

10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. Canvassing in any form in connection with the tender is strictly prohibited and the tender/bid submitted by the Bidder who resort to canvassing will be liable for rejection.
12. Should a proprietor of Bidder's/Tenderers'/Contractor's/Service Provider's OR in the case of a firm any of its partner OR in case of company any of its directors' or their relative, is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
13. The tender schedule, and the tender and its documents shall be deemed to form an integral part of the contract to be entered into for this work.
14. All pages of the tender documents shall be duly signed by authorized official, dated, stamped, and submitted along with the complete offer acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required. All bid documents including price-bid must be filled up in Hindi or English language only.
15. The techno commercial bid (along with EMD details deposited-EFT/original instrument, if applicable) and price bid, should be enclosed in two different sealed envelopes and each to be super scribed with 'Techno-commercial bid' or 'Price Bid' as case may be. NIT Number and bidder's name & address should also be clearly mentioned on both these envelopes. Both of the above envelopes are to be enclosed in a bigger outer envelope and sealed properly and super scribed with following details:
 - a. NIT No. & Title of Work :
 - b. Bid Opening date & Time :
 - c. Bidder's name & Address:Envelope should be addressed to AGM (SDX), Tender Room, Ground Floor, Western Wing, Administrative, Building, Ground Floor, BHEL, Piplani, Bhopal - 462022 (Madhya Pradesh)
BHEL shall not be responsible for any postal delays.
16. Tender can be cancelled at any stage due to unavoidable circumstances.
17. Bidders may choose to visit the area of work, concerned dealing officials, etc., to acquaint themselves with the work area/scope/details, etc., at their own cost.
18. Detailed information regarding bidding document if required can be obtained from
SHRI AMIT SHARMA, ADDL GM(SDX),(Phone 0755-2503525, email: amit1@bhel.in) and Shri C.P. Meena, Manager (SDX), (Phone 0755-2503828,email : cpm@bhel.in) between 10 AM to 4 PM on all working days.
Note:-
 - (i) The envelope should be dropped in the tender box (Green colour) in the tender room on or before the scheduled date and time of offer submission. Tender received after 11:00AM will be treated as late tender on due date and may not be considered.
 - (ii) The representative of the firm must bring their authority letter to witness the tender opening from 2:00 PM onwards.
 - (iii) After awarding work, No excuse/reason shall be entertained for loss of bidder or any other compensation, the successful bidder is fully liable to fulfill all tender conditions.

(iv) In case the tenderer encounters any discrepancy, omission, doubt, etc., with respect to any clause or its interpretation, the tenderer may address such issues to the authority inviting the tender, for clarification well before the due date, so as to submit the tender in time. No extension of time for submission of tender will be given on any account.

Thanking you,

C.P.Meena/Manager (SDX)

For Bharat Heavy Electricals Limited

1. Earnest Money Deposit

PART – I (A) PRE-QUALIFICATION BID

1.0 EARNEST MONEY DEPOSIT (EMD) & TENDER FEE

1.1 EMD AMOUNT: Refer page 1 of this tender document ((read with clause 1.2 of NIT, if applicable)

1.1.1 EMD given by all unsuccessful tenderers will be refunded after award of contract.

1.1.2 EMD shall not carry any interest.

1.1.3 EMD of successful tenderer will be retained as part of Security Deposit.

1.1.4 TENDER FEE :-The tender fee is to be deposited online as procedure given below and print out of fee receipt should be submitted along with technical bid). GST on tender fee shall be extra.

1.2 EMD WAIVER DOCUMENTS (Documents shall be notarized/ attested by gazetted officer.

1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting **Udyam Registration certificate** along-with 'Techno-commercial bid'.

1.3 MODES OF DEPOSIT OF EMD & TENDER FEE AMOUNT:

The EMD may be accepted only in the following forms:

1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount are given below for vendors' reference.

E-PAYMENTS

How to make e-payments to BHEL- Bhopal through SBI e-collect.

Vendors (EMD and SD Payments payable by others) can utilise this facility.

Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.

SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected. Service Charges shall be borne by Bidder.

STEP BY STEP PROCEDURE:

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

1. Select State Bank Collect available on the top (pre login page)

2. Accept the terms and conditions and click "PROCEED"

3. Select State "MADHYA PRADESH "and Institution type "INDUSTRY ".

4. Select "BHEL Bhopal under "INDUSTRY".

5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".

6. If all details entered are correctly populated, click "CONFIRM "to proceed.

7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).

8. SAVE & Keep the copy of receipt for future reference.

1.3.2 Demand draft, in favour of BHEL, Bhopal payable at Bhopal (along with offer).

1.3.3 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. (**FDR should be in the name of the Contractor, a/c BHEL and backside sign & seal on Revenue Stamp without fail.**)

1.3.4 In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from scheduled bank, provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/-and rest ₹2,00,000/- to be submitted through other modes mentioned above.

1.3.5 For Electronic Fund Transfer the details are as below:-

a) Name of the Beneficiary -: Bharat Heavy Electricals Limited

b) Bank Particulars

Bank Name	: State Bank Of India
Branch Address	: HET, Piplani, Bhopal (M.P.)-462021
Account No.	: 30855948540
IFSC Code	: SBIN0000519
MICR	: 462002011
Title Of Account	: Current Account
PAN No.	: AAACB4146P

1.4 FORFEITURE OF EMD:

EMD by the tenderer will be forfeited along with applicable GST as per tender documents if:

1.4.1 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.

1.4.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOA/ WO/ Contract.

1.4.3 EMD by the tenderer shall be forfeited/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.

2. PRE QUALIFYING CRITERIA (PQC) FOR THE NIT

PART – I (B) TECHNO-COMMERCIAL BID

S. No	CATEGORY	DETAILS
1	EARNEST MONEY DEPOSIT (EMD) EMD AMOUNT: Refer page 1 of this tender document	Refer Part-I (A) of NIT
2	STATUS OF THE COMPANY o Proprietorship: PAN card on owner name o For partnership firms: PAN card and PARTNERSHIP DEED For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA.	Copy of relevant documents are to be submitted with offer.
3	GST Registration certificate	Copy of relevant documents are to be submitted with offer.
4	Bidder shall have E-Auction /E-procurement systems developed for forward auction application complying with IT act-2000 and its amendments and CVC “Guidelines for completion to quality requirements of E-Procurement systems” circular No.01/01/2012 dt.12.01.2012. The E-Auction /E Procurement Systems must have been audited by independent third party and certified by STQC with valid certificate as on date of bid submission.	Copy of relevant documents are to be submitted with offer.
5	Technical (PROOF OF EXPERIENCE)	Bidder to submit documentary proofs (WO /Agreement/ Completion certificate / Experience certificate copies to be submitted with offer.
5.1	Bidder who wish to participate should have: Experience of having successfully ‘Executed’ Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:	
5.1.1	Three (03) similar works each of business volume value not less than the amount equal to Rs. 64.00 Cr. OR	
5.1.2	Two (02) similar works each of business volume value not less than the amount equal to Rs. 80.00 Cr. OR	
5.1.3	One (01) similar work of business volume value not less than amount equal to Rs.128 Cr.	
6	Financial	

6.1	TURNOVER: Average Annual Financial turnover of the firm for last 3 Financial years up to 31st March 2022 should be at least Rs. 13.17 Lakhs/-. Following Documentary proof must be submitted as proof of Average Annual Turnover. Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No. , FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet. In case of proprietorship and partnership where Audited Profit& Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/ Partner) date and place of signing."	Copy of relevant documents are to be submitted with offer.
7	The bidder company/Lead Proponent and Non-lead member (In case of consortium) should be an entity registered in India or Partnership Firm.	copy of relevant documents are to be submitted with offer.
8	No Deviation Declaration	copy of relevant documents are to be submitted with offer.

Explanatory Notes for PQC '5'

- For PQC '5' above, actual executed value shall be considered. Executed" means the bidder should have achieved the technical criteria specified in the PQC even if the Contract has not been completed or closed.
- For evaluation of PQC, the credentials of the Bidder alone, and not that of the Group Company shall be considered.
- Completion date for achievement of the technical criteria specified in the PQC should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
- The word 'Similar Works' means services of e-auction (End to end service as per scope of work specified & does not include Auction engine rental service) of disposal of scrap and other surplus item. Business volume means- Sale value of the e-Auction by Service Provider.**

Note:

- i. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- ii. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor and business dealing with BHEL may be suspended.
- iii. Work Order copy/PO copy/Agreement copy and Copy of Work Experience Certificate issued by Customer / Copy of Work Experience proof supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank statement for transaction of payment should be provided by bidder.
- iv. Experience certificate of any Private organization, in addition to the requirements as in (iii) above, must be supported by CA certification in “**ANNEXURE-I**”.
- v. Experience from BHEL to be supported by PO copy / Work Order copy/Agreement copy.

ANNEXURE-I

We confirm that (contractor) M/S.....has completed work relating to **SERVICE PROVIDER FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS** for M/S..... vide Work Order No..... dated.....and completion/experience certificate Ref..... dated.....We also confirm that (contractor) M/S..... has received payment against the above WO and the same is recorded in book of accounts.

Date _____

Sign & Seal of CA

(Membership No.)

UDIN No.

If any of the information given in tender to qualify, found incorrect or false then BHEL may out rightly reject this offer and may also consider debarring us from participation in subsequent tenders.

Date : _____

Signature & Seal of Bidder

Contractor's Name :

Address :

Phone No. :

Email

3.SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

BILL OF QUANTITY

SL NO	Description of Work and its Scope	UOM	Approximate Qty. of work in UOM for (02) Two Year
1	WORKS CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS ACROSS ALL BHEL UNITS/ REGIONS/ DIVISIONS/OFFICES/ PROJECT SITES.	Sale Value (Rs.)	Rs. 320.00 Cr.

SCOPE OF WORK

Scope of work is AWARD OF CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS ACROSS ALL BHEL UNITS/ REGIONS/ DIVISIONS/ PROJECT SITES.

1.0 THE SCOPE OF WORK IS DESCRIBED AS UNDER:

- 1.1 **SERVICE PROVIDER** shall act as Selling Agency for and on behalf of BHEL for disposal of all items as may be asked to dispose off by BHEL in the home/ indigenous market by way of E-auction by Service Provider in consultation with and approval of Respective BHEL Units/ Regions/ Divisions/office/Project sites.
- 1.2 **SERVICE PROVIDER** shall dispose off all types of scraps and other rejected condemned / obsolete materials / secondary arising (ferrous and non-ferrous) as well as surplus stores, misc. articles, obsolete items etc. in addition to the above, any other items may be added by Respective BHEL Units/ Regions/ Divisions/office/Project sites.
- 1.3 **SERVICE PROVIDER** shall follow the prevailing rules/ regulations/ guidelines/ statutory requirements as stipulated by various government and other statutory authorities from time to time for disposal of hazardous material and e-waste.

2.0 NATURE & SCOPE OF SERVICE AND RESPONSIBILITY OF SERVICE PROVIDER:

- 2.1 SERVICE PROVIDER shall conduct E-auction/ E-tender sale directly in consultation with and prior approval of the "BHEL" and in case the appointment of any dealer/ trader/ auctioneer for the purpose is considered by SERVICE PROVIDER, the same shall be done with the prior approval of BHEL.
- 2.2 Respective BHEL unit/officers will provide the list of the disposal of scrap items along with quantity & reserve price to e-Auction service provider for conducting the e-Forward Auction.
- 2.3 SERVICE PROVIDER shall at its own costs and expenses, prepare the list of lots category-wise in consultation with BHEL and arrange to invite tender/ e-auction of the lots as the case may be.
- 2.4 SERVICE PROVIDER shall, at its own costs and expenses, arrange proper publicity through advertisement depending upon nature, quantity and value of the materials by way of tender, as the case may be, notifying the time and place for submission of tenders/ holding auction. Simultaneously intimation regarding invitation to tender/ holding auction shall also be sent to

- all Buyer who may be on the approved/ mailing list/ known to respective BHEL Units/ Regions/ office/Divisions as well as to Service Provider for participating in each tender / auction for the material. This may help in getting good price as these Buyer are expected to be aware of the quality of material available.
- 2.5 SERVICE PROVIDER shall itself and not through any of its Dealer/ Trader/ Auctioneer arrange/ conduct sale/ dispose off the materials through Open or Limited Tender/ Negotiated Sales/ Public Auction as it shall be most beneficial to BHEL.
 - 2.6 SERVICE PROVIDER shall, after scrutinizing the tender etc., forward its final recommendations together with comments based on the market intelligence to BHEL for approval of the tender with regard to the rates/ prices of materials. In auction, BHEL's authorized representative shall have absolute right to approve or reject the final bid.
 - 2.7 SERVICE PROVIDER shall enter into sale contracts with the successful parties/ intending buyers/ successful bidders and prepare and issue all Sale Orders on behalf of the Principal. The Sale Order may be issued, if possible, within 3 to 4 working days of finalization to Tender/ Negotiated Sale/ Completion of bidding after obtaining Principal's approval
 - 2.8 BHEL may call Pre bid EMD of any item before E-Auction. Service Provider to ensure that auto activation facility shall be there in the system to allow participation of such buyer who have submitted pre bid EMD. Auto refund provision of pre bid EMD within 1 day shall be there in the system to unsuccessful buyer.
Service Provider shall be responsible for collection of online/ offline EMD from highest buyer (emerges after conducting e-auction) in the name of service provider on behalf of BHEL. Service Provider shall ask successful bidder to pay rest of the Auction money to respective BHEL Unit directly, before lifting of the designated Scrap/Surplus item.
 - 2.9 Service Provider will issue Sale Order/Delivery Order to successful buyer only after consultation with BHEL.
 - 2.10 SERVICE PROVIDER shall, regularly follow up the Delivery Order and ensure time bound clearance of the materials sold/ auctioned from BHEL's premises by the successful buyers/ customers/ Service Provider. Efforts will be made such that the materials be lifted by the successful buyer/ customer/ Service Providers within 15 days after making the final payment or as indicated in the terms of E-Auction/E-Tender. A provision of charging ground rent for failure due to delayed lifting of material should be indicated in the terms.
 - 2.11 SERVICE PROVIDER shall directly deal and settle all claims and complaints with the successful buyers/ customer/ Service Providers arising out of Sales/ Delivery Order issued for omission or commission of SERVICE PROVIDER. But complaints if any, on delayed delivery or other points related to BHEL, the matter will be referred to BHEL for suitable disposal, apart from refund, if any, for non-delivery of goods shall also be made by BHEL.
 - 2.12 Interaction with various units/ regions/ offices of BHEL for obtaining statement of the scrap and/ or other surplus material available for disposal shall be the responsibility of SERVICE PROVIDER.
- 3.0 **NATURE & SCOPE OF RESPONSIBILITY OF BHEL:**
- 3.1 Respective BHEL Units/ Regions/ Divisions/office/Project sites shall provide SERVICE PROVIDER with the list of materials with detailed specifications and description, location, quantity, quality and special remarks, if any, for disposal.
 - 3.2 Respective BHEL Units/ Regions/ Divisions/office/Project sites shall effect deliveries to the successful buyer/ customer/ Service Providers on "As is where is Basis" as per BHEL's standard terms and conditions of the sale or delivery orders, which may be adopted by SERVICE PROVIDER after consultation with BHEL with respect to SERVICE PROVIDER's standard terms and conditions.

- 3.3 Respective BHEL Units/ Regions/ Divisions/office/Project sites” shall be responsible for raising invoices on the Successful Buyer as per the terms of Sale Order/ Delivery Orders issued by SERVICE PROVIDER, which shall be in line with BHEL standard terms and conditions.
- 3.4 Respective BHEL Units/ Regions/ Divisions/offices/Project sites will indicate rate of GST for each lot while sending the list of material/sale intimation memo to SERVICE PROVIDER.
- 3.5 Monthly Invoice/Delivery/dispatch statements showing Buyer-wise, Item-wise and value wise lifting of material will be provided to SERVICE PROVIDER by Respective BHEL Units/ Regions/ Divisions/offices/Project sites 15th of each succeeding month.
- 3.6 It will cover all the respective Units/ Divisions/ Regions/ Project sites/Offices of BHEL.

4.0 DISPOSAL OPERATION:

- 4.1 The frequency of disposal shall be decided by Respective BHEL Units/ Regions/ Divisions/Offices / Project sites in consultation with SERVICE PROVIDER in such a way so as to avoid accumulation of the materials at Scrap Yards/Stores/Project sites.
- 4.2 Broadly the time frame for tender/auction shall be as under:

SL NO	Activity	Time Frame
i)	Issue of advertisement by SERVICE PROVIDER	Within 7 days from the date of receipt of final communication from the Respective BHEL Units/ Regions/ Divisions/Offices/Project sites for the particular disposal action.
ii)	Due date of E-Auction	Within 10 days from the date of advertisement
iii)	Issue of Sale/ Delivery Order by Service Provider	Within 3 working days after finalization of E-auction and completion of formalities as per Tender, in consultation with designated BHEL officials.
iv)	Terms of Payment applicable to Successful Buyer with respect to Sale of Scrap/Surplus Material	As per terms and conditions of Sale Order/Delivery Order
v)	Lifting & clearance of goods	As per terms and conditions of Sale order/Delivery Order

- 4.3 SERVICE PROVIDER shall inform respective BHEL Units/ Regions/ Divisions/Offices/Project sites about the date and time of the E-Auction/Event with a facility to view the event on-line.

5.0 EXECUTION OF SALE CONTRACT (S) :

Service/Sale contract(s) of the respective BHEL Units/ Regions/ Divisions/Offices/Project sites existing at the time of execution of such Service/Sale contract shall continue to operate under the same earlier respective contract and will not be covered under Service/Sale contract under this tender. Similarly, at the expiry of this Service/Sale contract, such orders as may be booked by Service Provider will continue to operate as if this Service/Sale contract continues till the execution and completion of those orders.

6.0 LIST of MAJOR BHEL UNITS FOR WHICH SERVICES ARE TO BE PROVIDED AS PER SCOPE OF WORK

SI No	BHEL MUs / Location
1	HPBP-Bhopal
2	EDN- Bangalore
3	BAP-Ranipet
4	HEP- Bhopal
5	PEM-Noida
6	HEEP –Haridwar
7	HPEP - Hyderabad
8	EPD-ISG Bangalore
9	BHEL RoD, Chennai, Mumbai
10	HERP Varanasi
11	TBG- Delhi
12	Jhansi
13	IP & CSU FP Jagdishpur
14	CFP-Rudrapur
15	CFFP Haridwar
16	HPVP Vizag
17	REGIONs – (NR,ER,WR &SR) and their project sites situated across India.
18	CORP R&D Hyderabad

7.0 Technical specification for the Forward E-Auction Engine

FUNCTION	DESCRIPTION
Auction Management	
Optional Reserve price indicator	Administrator dashboard and bidder client will show a reserve price symbol if reserve price has been set for auction. A symbol/indicator will show once the reserve price has been met during auction process
Full bid history available to service provider and BHEL	with option for sorting on various parameters. The systems should record full bid History of the bids placed by the bidder in following minimum format (Bidder Name , Amount Quoted, Bid status, Date & Time, IP Address)
Ability to group multiple auctions under a common parent	many auctions going concurrently
Explorer view to create/edit/manage multiline bidding events	It is a must for multi-line auction
Event Terminology/Relationship	1. Events will be made up of Lots. 2. Lots will be made up of Line Items.
Hierarchical System Assigned Event Identifiers	Event - Lot - Line Items
Auction Centre	Auction Centre interface for event management tasks. Entire list should be seen without performance impact.
Auction Centre View	1. Open 2. Closed 3. Future 4. Paused 5. Pending - The Lot is Pending Approval 6. Incomplete - The Lot has not been submitted & is in the Wizard 7. Approve - Approve winner at lot or line item level 8. Search
Customizable User Interface	
Bid History	Data available in Bid History/Summary to the event originator. 1. Bidder Name including aliases 2. Bid Amount 3. Bid Quantity 4. Bid Date/Time 5. Attachments 6. Original Bid 7. Original Bid Currency 8. Currency Conversion Rate 9. Comments
Auction Modify	Modification can be made to an Event, Lot and Line Item. If an Originator stopped

	auction creation at any step in the process the partial event will be stored and can be re-opened for completion at the point in which they left off.
Auction Creation	
Ability to define auction parameters	Includes time, date, bidders, currency etc
Ability to select and invite individual bidders to an auction	
Ability to clone auctions	
Bidder Privileges	In case of Multi line item bidding, auction engine should have provision to map the bidders for line item i.e bidder can view & participate in those items only for which they are mapped with.
Ability for originator to upload attachments at event level	Ability to upload Files during auction creation, which are viewable by bidder
Default values when creating, new auction	Certain auction related fields are pre populated based on user's default settings
Multi-level terms and conditions	Terms and conditions specific to auction may be set
Support forward auction formats	
Support English auctions & Proxy Bidding	Subsequent bid must be better than current best bid
Support English (no Proxy ties) auctions	Subsequent bid must be better than current best bid. Proxy bids must be one bid increment better than lead bid to win
Support Yankee auctions	Multiple quantity of same item available with bids ranked by price, quantity, then time
Support Sealed Bids auctions	Bidders submit confidential bids and cannot see other bidders' bids
Support Open Bids auctions	Bidders can see other bidders' bids
Support Dynamic / Initial Sealed Bid event	It is mandatory as a part of FA and Subsequent bid must be better than bidder's own last bid
Support Dutch auctions	
Support Multi-Variable Bidding auctions	Auction type with customizable variables which can be used to support eRFx activities.
Improved Dynamic Sealed auction functionality	
Improved Yankee auction functionality	
Sequential auctions / lots with dependencies	Ability to tie multiple auctions together in a sequence
Overtime extension	Permits auction to extend if certain conditions are met
Define decimal places at system level	
Define decimal places at line Item level	Number of decimal places can be defined in the auctions at the line item level. Will initially

	be populated with the organization's default value with option to override by originator w/privilege granted by Org admin.
Define currency conversion rates at system level	
Define currency conversion rates at organization level	
Define currency conversion rates at event level (if user is super originator)	
Define currency conversion rates at event level (if user has privilege)	
Currency Conversion Rates	
Private Auction	Only visible to bidder's/user groups selected by the event originator.
Public Auction	Visible to all bidders with access to the application (registered in the system).
Serial Lot Dependency	Lots open sequentially, (i.e. start-time field is the end-time of the previous lot)
Parallel Lot Dependency	Lots start and end at the same time (i.e. if any of the dependent lots go into overtime, all lots go into overtime)
Staggered Lot Dependency	Common start time, different end-times whose intervals are maintained
No Lot Dependency	None - No dependency, (i.e. start time and end-time are changeable and independent)
event Level Extension Settings	1. Extension interval by defaults 07 minutes. Max. number of extension intervals till the event ends
Auction Wizard	Auction wizard should allow to create any kind of auction.
Bidding	
Proxy bid concept	When allowed (and specified by originator), bidders may allow system to place bids for them
Self-bid warning	Warning to bidder with leading bid if he/she is about to place a bid against self
Bid Centre	Shows the bidder all the events to which they have been invited
Bid Console	Enables the bidder to browse, bid or get more detail on auctions to which they have been invited
Event Information	The following information will be available in table form on the initial bidder summary screen, 1.Originator Company Org 2.Event Name. Lot ID

	3.Lot Name (no of line items) 4.Maximum No of Line items /Auction 5.Close Time 6.Category 7.Bid Result 8.Auction Type
Automatic Refresh	The bidder/Buyer interface will be automatically updated in order to ensure up to date information
Auction Invitations	An invitation icon will be added which lists all of the event invitations the bidder has received. They will also be permitted to provide the originator some feedback in the form of 'accepting' or 'not accepting the invitation.
Variable Specification	Administrator/originator can define variables of type such as amount, percentage, value etc.
Support for user defined variable formulas	Ability to define formulas using the following mathematical operators: + - / * =
Support for weighted variable output	Ability to create weighted formula output
Support for ranking based on single variable	Ability to rank amongst single variable values to determine lead bid System clock should display Current, Lapsed & remaining date & Time
Reporting	
Standard reports built in to system	
Report Access	Visibility to reports is granted through the use of report privileges. Three different reporting privileges will be available: Admin Reports, Originator Reports, and Bidder Reports. These privileges will be granted by the organization administrator to system
Report Format	1. XLS 2. HTML
Detailed Bidder Reports	Preliminary list, subject to change; 1. My Bids - all bids in single Lot/Line Item 2. All Bids - all bids in alt Lots/Line Items (subject to event type rules and originator decision at event creation)
Filtering	Example of reporting filtering includes: Event ID, Start Time, Stop Time, Organization, etc.
Availability	Service Provider along with the reports as attachment in PDF format has to be sent to the BHEL nominee for the corresponding event

Online Reports	The application should have provision to create following reports online Total No. of events conducted Total value of Procurement enabled through forward auction Savings through forward auction in % Total No. of events conducted Location wise and unit wise for a time period. No. vendors participated for every event Total No. bids received for a particular event Final report of the event to be available to the auction owners for downloading after the FA event is over Facility for Downloading of Auction details
Internationalization / Localization	
Customize server time zone	
Multiple time zone support	
User specified default currency	
Manage currency/currency conversion	
Multi-currency bidding	
Dual currency display support	
System	
Ability to set system preferences	
Online help support	
Dashboard	
Real-time dashboard	
Auto refresh on admin dashboard	
	Left out time – countdown should be displayed for BHEL & Bidder
View all bids on dashboard	The name of the Bidders has to be Masked during the auction.
Originator visibility to dashboard	Number of decimal places consistent

Standardize dashboard bid amount format	Number of decimal places consistent
Pricing field should be of 12digits with 4 decimals	
Proxy Exposure	Dashboard will have a clear indicator if a proxy bid has been placed
Current Bidder Reporting	The originator will have quick access to see who's logged on from within the dashboard interface.
Bid History Graph	
Comments	Allow bidder comments to be reviewed from the originator dashboard.
Attachments	Allow attachments to be viewed from the originator dashboard.
Company Name	Add the masked bidders company name as a column on the dashboard (display and sort capabilities per the interface customization).
Interface Customization	The originator will have the ability to define what columns they would like displayed, what sequential order those columns are displayed in, and the ability to sort all records using any of the displayed column heading.
Selective viewing on dashboard	Can selectively choose auctions to monitor in more detail
Masking of Bidders name	The name of the buyers has to be Masked during Forward Auction event. The Masking of the bidder name should be for an event. For example, if the same bidder Participates in another event on the same day in such case the system should generate the allocate different random code(mask) to the bidder and not the alias name.
	The bidder's names have to be automatically un masked only after the FA event is closed.
Messaging	
Ability to send email messages to users in system based on event or on an as needed basis	
Instant broadcast capability to specific users	Marquee / Flash messages
Message Centre	
System Generated Messages	1.Membership Approved, 2.Event Invitation 3.Event Cancelled 4.Event Paused 5.Event Continued 6.Bid Received 7.Outbid Message

Message Security	The message center should show the display name of the sender but not that of the “cc” persons.
Auto-approve auction winner capability	System should indicate winner in auto approval and manual both mode.
Prompting	System should facilitate the participating buyers by suggesting the maximum price they should quote to become H-1, considering all the loading / multiplication factors.
	Display the correct ranking of H1 & H2 in dynamic sealed bid & in FA Event
Users	
Administrative capability to manage users	Create users (administrator, buyer, bidder), enable/disable users, and delete users
Originator roles definable by administrator	
User profile updates change Instantly	Updates to language, date format, and time zone will change immediately
Validation of user name during registration/creation	
User restriction for auction event	Only authorized users should be allowed to participate in the auction event
Technology	
Standards-based	Use of only Java, JSP. HTML and XML,SSL with encryption
Consistent Interface	The dashboard interface will be consistent across all supported browser/OS combinations. Single code base for all supported browser versions.
Whether the FA software is certified by the Govt. Approved agency	The application must comply with IT Act 2000 and the same is to be certified by Govt. Nodal Agency such as STQC
If YES, enclose copy of STQC certification	
SECURITY	
Performance	
Fast response during bidding	
Connectivity Monitoring	Should be able to monitor user connectivity
Availability	FA Portal must be available 24x7 online
Maintenance Support	Maintenance support should be available 24x7 during BHEL working hours
	In case of foreign buyers , the service provider should support / train the international buyers by making phone calls & email & online

	without any cost obligations to BHEL and Bidder
General	
Demo package	Demo package should be available in the forward auction (FA) Portal
Online help / tutorial on how to use the package	
Should confirm to CVC guidelines, govt. rules & statutory regulations	
Customization	Customization of screen layout, Reports and other requirements if any
Audit trail	Logs to be available for all user transactions & administrative actions.
Time Zone	IST time zone must be displayed in the dash board.

4. GENERAL TERMS & CONDITIONS FOR THE CONTRACTS

4.1 DEFINITIONS:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Manufacturing units /Regions/Divisions/Offices/ Project sites or its Authorized Officers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

“COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.

“ENGINEER” or “ENGINEER IN CHARGE” or THE OFFICE 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 supervise the work or part of the work, to perform the duty set forth in this General Conditions of Contract and other Contract documents.

“Project sites” shall mean the places or place where BHEL has/ supplied/erected the plants/ equipment’s or had supplied/erected the plants/ equipment’s or is currently supplying and erecting plant /equipments and includes such material-in-transit.

CUSTOMER / VENDOR OF BHEL” shall mean the customer/vendor with whom BHEL has entered into a contract for supply of equipment’s or erection or provision of services.

“CONTRACTOR/SERVICE PROVIDER” shall mean the successful Bidder/Tenderer, whether incorporated or not, who is awarded the Contract and shall include the Contractor’s/Service providers’ successors, heirs, executors, administrators, partners, and permitted assigns of such individual or firm or Company.

“CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, documents forming the tender and acceptance thereof, 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, 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 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. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

“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

“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical

Specifications, Appendices, Annexures, Corrigendum's, 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.

"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.

"COMPLETION TIME" shall mean the period by 'date/month/year' specified in the 'Letter of Award/Work order and conforming to the specifications of the Contract.

"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by authorised dealing officials of respective BHEL Manufacturing units /Regions/Divisions/Offices/ Project sites

"WORK or CONTRACT WORK" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract and conduct of E-Auctions

"Contract Value or Contract price" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract including variation or extensions, as applicable It also means 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.

"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.

"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.

"MONTH" shall mean calendar month unless otherwise specified in the Tender.

'Day' or 'Days' unless herein otherwise expressly defined shall mean complete calendar day of twenty-four hours each.

A Week shall mean continuous period of seven (7) days, without regard to the number of hours worked or not worked in any day in that week.

"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.

'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.

“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work as per terms defined in the Tender.

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.

“TERMINATION” of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract or due to reasons attributable to the contractor.

4.2 HEADING TO THE CONTRACT CONDITIONS: The heading to these conditions shall not affect the interpretations thereof.

4.3 WORK TO BE CARRIED OUT: The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4.4 DEVIATIONS: The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area Executive or OFFICER-INCHARGE of respective BHEL unit/Division/Region/Offices/Project sites. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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

4.6 SUB-LETTING OF CONTRACT: The Contractor shall not sub-let any portion of the contract.

4.7 COMPLIANCE TO REGULATIONS AND BY-LAWS: The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.8 SECURITY & SAFETY RULES : The Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instruction issued to them from time to time. The contractor and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of BHEL that may prejudice the interests of BHEL.

4.9 Discipline Employee(s) engaged/deputed for the subject job by the contractor shall maintain punctuality and discipline.

4.10 Indemnity The contractor hereby undertakes to indemnify BHEL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, shops & Establishment Act, Family pension & Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.

4.11 The Contractor shall defend, indemnify and hold BHEL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/ labourers of the Contractor or by the third Service

Provider or by the Central or State Government authority or any sub-division thereof. BHEL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) /labourer is engaged in the BHEL 's duty under the contract. The contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by BHEL

4.12 SECURITY DEPOSIT (SD): Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Security Deposit has to be deposited within 15 days of LOI. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

4.13 MODES OF DEPOSIT OF SD: The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:

- i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (Online Payment procedure for EMD and SD amount as per clause No-1.3.1)
 - ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 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)

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.

4.14 COLLECTION OF SECURITY DEPOSIT

- i. The Security Deposit must be deposited before issuance of Work order
- ii. At least 50% of the required Security Deposit, including the EMD, is to be submitted before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- iii. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- iv. The Security Deposit shall not carry any interest.
- v) Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT , from the bills along with due interest

NOTE: After issue of LOA / Work Order, if the Contractor fails to commence the work within 15 Days or as indicated in LOA / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action as per suspension of business dealing guidelines of BHEL will be taken.

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

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract, after adjusting all applicable deductibles.

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

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

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

4.15 SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

i. Deviation from the items provided in the contract documents.

ii. Extra items / new items of work.

iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

iv. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.

Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:

v. Copy of PAN card.

vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.

vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.

viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

ix. Any other relevant document which is required from time to time as per BHEL requirement.

4.16 PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) after the certification of bills by the end user / executing agency.

i. Payment will be made after completion of work on pro rate basis as per tender conditions on acceptance and certification of bills by Executive/ OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/offices/Region/Project sites.

ii. Payment shall be made against Certification by Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/offices/Region/Project sites.

iii. Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

4.17 REFUND OF SECURITY DEPOSIT: Security Deposit will be refunded on completion of the work and after the expiry of six months from the date of completion of contract period (including extension, if any) provided that the Contractor submits the final bill with respect to his service provided and has rendered a "NO DEMAND CERTIFICATE".

4.18 EXTENTION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Bhopal and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

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

4.20 POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs.

4.21 PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference 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 NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

4.22 INCOME TAX:

i. Income Tax TDS shall be deducted at source as applicable under the Income Tax Act,1961 in respect of the service contract including supply of labour for any work.

ii. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.

iii. TDS Certificate will be issued to Service Provider for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

4.23 Tax clause: Taxes & Duties: -

The Bidder should quote firm prices / rates inclusive of all the cost element excluding GST applicable for the contract period as indicated in the bidding document and no variation on above account will be allowed during execution of the Contract. GST shall be indicated separately. Necessary tax deduction at source from supplier's bill will be made as per statutory requirements. Tax if applicable shall be paid

extra. Any new tax introduced in future shall be considered as applicable. Any loss of tax credit to BHEL due to the reason attributable to the contractor will be recovered from them along with interest.

a) Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is

not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

b) HSN Code/SAC, rate of tax under GST and applicable GST (IGST/CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

c) GST portion of the invoice shall be released only upon:-

1. All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.

2. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government

3. Receipt of goods/services and Tax Invoice by BHEL and

4. Confirmation of payment of GST thereon by contractor on GSTN portal.

5. Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

6. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

d) Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

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

f) Reverse Charge under GST

1) In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

2) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

g) Liquidated Damage/Penalty Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

h) A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

i) Where-ever applicable, Service Provider should submit bills through GST E-Invoicing System. In other cases, Service Provider/Contractor shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under

GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

- j) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. Else GST amount shall be recovered from the Service Provider
- k) The submission of Bills by Service Provider to BHEL shall be governed by the law, rules and regulations prevailing or in force at the time when the service is provided.
- l) Any change in tax laws as applicable during the contract period shall also be enforceable

4.24 AVAILING INPUT TAX CREDIT (ITC): Service Provider to ensure that GST component in the bills should be deposited timely and should reflect in the GST portal to enable BHEL to avail GST credit. In case Input tax credit on GST to BHEL on Service Provider Invoices is delayed/denied/non-available, due to non/delayed receipt of goods/services and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recovered from vendor along with interest levied on BHEL (if any).

4.25 ORDERS UNDER THE CONTRACT: All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

4.26 SERVICE PROVIDER/CONTRACTOR'S SUPERVISION:

- i. The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- ii. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.
- iii. The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/office/Region/Project sites. to receive instructions.
- iv. The respective area Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/office/Region/Project sites have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

4.27 LABOUR:

- i. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- ii. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees Compensation Act 1923,

Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.

iii. Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

iv. Contractor shall have/ obtain license under CL(R&A) Act, 1970.

v. The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

4.28 COMPENSATION TO WORKMEN: 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, sewing, 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: ₹ 10,00,000/- (Rupees Ten Lakh)

ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)

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

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

4.30 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/office/Region/Project sites and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

4.31 LAWS GOVERNING THE CONTRACT:

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

- i. Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- ii. No BHEL employee and their dependents are eligible to submit their offer against this tender.
- iii. The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court of law located at **place of respective Unit/Division/office/Region/Project sites** on behalf of which service provider will perform in regard to all matters in respect of the Contract.

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

Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

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

OR

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

4.33 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases: If the Contractor, being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any: Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

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

OR

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

- ii. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Executive or OFFICER-INCHARGE/

Executive in charge of respective BHEL unit/Division/office/Region/Project sites.) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/office/Region/Project sites or the same shall be recovered from the Contractor by other means.

iii. In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/office/Region/Project sites. whose decision shall be final and conclusive.

iv. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

4.34 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Service Provider/Contractor:

- i. makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL or his authorised representative;
- ii. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by respective BHEL Unit/Region/Site dealing officer., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the contractor under this contract the contractor shall either pay the excess amount ordered by BHEL Executive or OFFICER-INCHARGE/ Executive in charge of respective BHEL unit/Division/office/Region/Project sites or the same shall be recovered from the contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by BHEL., whose decision shall be final and conclusive.

4.35 TERMINATION OF CONTRACT ON DEATH/UNTRACEABILITY OF CONTRACTOR:

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

4.36 Termination of Contract

BHEL reserves the right to terminate the Contract, without giving any reason whatsoever, at any stage during the currency of the Contract based on the contractor's performance or for any other reason, by giving 30 days' notice in writing.

BHEL shall have the right to terminate this CONTRACT if:

The Service Provider fails to provide services or contractual obligations in accordance with the provisions of this contract.

The Service Provider suspends the performance of all or part of the services, or
The Service Provider abandons the services, or
The Service Provider becomes bankrupt or goes into receivership or
liquidation or makes an assignment for the benefit of his creditors.

In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices/ EMD / Security Deposit, as the case may be), shall be released to them.

4.37 SPECIAL POWER TO TERMINATE CONTRACT: If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then respective BHEL official/Authorized representative of BHEL shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

4.38 FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the contract, neither BHEL nor the Service Provider shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a '**Force Majeure**' condition which directly affects/impairs the obligations to be performed by BHEL or the contractor. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, pandemic, epidemics, quarantine restrictions, floods, earthquake, volcano, storm, cyclone, hurricane, or acts of God, restrictions by Govt. authorities over which the BHEL or the contractor has no control.

The Service Provider shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the BHEL Nodal Officer/Nodal Agency for this work

The Service Provider party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution.

Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall targets/schedule/event completion and make alternative arrangements and in such event Service Provider will be bound to pay all the expenses and other charges, moneys, etc recovered from the bidders to BHEL forthwith without demur.

4.39 ARBITRATION & CONCILIATION:

THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

ARBITRATION : Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference, arising out of the formation, breach, termination, validity or execution of the contract ; or the respective rights and liabilities of the parties; or in relation to interpretation of any either party may, by a notice in writing to the other part refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division /office issuing the contract.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **place of respective Unit/Division/office/Project sites on behalf of which service provider**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the court at the **place of respective Unit/Division/office/Project sites on behalf of which service provider** shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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

4.40 JURISDICTION: The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at the **place of**

respective Unit/Division/Regions/Offices/Project sites on behalf of which service provider will perform in regard to all matters in respect of the Contract.

4.41 CONTRACT AGREEMENT & SIGNING OF CONTRACT: Each contract document shall be signed by the Contractor with his specimen signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract. Contract agreement shall be executed on a non-judicial stamp paper as per applicable provisions and costs of the same shall be borne by Contractor/Service provider.

4.42 FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub – vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions /offices/intranet.

4.43 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS: Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit 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.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 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, then, 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.

1.2.3 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the Service Provider if, BHEL discovers at any time that any statement made by the Service Provider in the affidavit cum undertaking is false, fraudulent or any document submitted by the Service Provider was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Service Provider.

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

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

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

4.45 STATUTORY REQUIREMENTS:

i. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.

ii. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

iii. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

iv. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

v. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

4.46 MOTOR VEHICLE ACT: The contractor should comply the relevant Motor Vehicle Act and other statutory requirement.

4.47 REMOTE TRANSACTIONS: The contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations

(whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

4.48 CHANGE IN CONSTITUTION OF FIRM: Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

4.49 LIEN OF CONSIGNMENTS: The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

4.50 SAFEGUARD OF EMPLOYER'S INTERESTS: Contractor shall watch and safeguard Employer's interests during the performance of the work. The contractor shall carefully check each and every consignment/item/commodity with the relevant forms/documents.

4.51 RIGHTS:

i. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.

ii. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract

iii. In case the contract is not executed by the Bidder/Service Provider or the Bidder/Service Provider ceases to continue execution of the contract or renders unsatisfactory performance after award and acceptance of contract, BHEL reserves the right to forfeit EMD, Security Deposit, FD, BG, deposits, retentions, etc., as applicable, of such Bidder/Service Provider and BHEL may also initiate suitable action on such Bidder/Service Providers.

iv. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, Bhopal will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

iv. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.

v. The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.

vi. BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above

requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

4.52 RISK & COST PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right

of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

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

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

4.53 PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS

MSE suppliers can avail the intended benefits only if they submit **UDYAM Registration Certificate** along with the offer.

4.53.1 Definitions of MSEs owned by Women is under:

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

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

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

4.53.2 Definitions of MSEs owned by SC/ST is under:

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

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

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

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

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

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

4.53.2.7 Revenue Officer not below the rank of tahsildar.

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

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

4.53.3 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be offered to MSE, subject to acceptance of L1 rates. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

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

4.53.5 If Company/ Firm/ Agency/ Vendor is not registered with PF, ESI and Labour License (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed.

4.53.6 Apart from furnishing the above details, copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.

4.53.7 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent (or) Any document submitted by the bidder was fake and forged (or) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

4.54 Bidder Declaration:

- a) We declare that we 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.
- b) In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

5. SPECIAL TERMS & CONDITIONS OF THE CONTRACT.

5.1 PARTICIPATION.

- 5.1.1 The Service Provider who have been suspended or black listed or issued any “Show Cause Notice” as on date of opening of Techno commercial bid of this tender by BHEL, Bhopal-462022 or any other unit or any PSU / GoI organization will not be allowed to participate in the tender.
- 5.1.2 Other than the Service Provider None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- 5.1.3 The Service Provider should declare the same in the tender. Even during the course of evaluation / finalization of tender if it is found that some of the Service Provider are not fulfilling the above clauses, BHEL will not consider them for further participation in the tender.

5.2 EVALUATION CRITERIA:

- 5.2.1 Technical bid of tenderer will be evaluated based on the Pre- Qualification Criteria on the basis of supporting documents.
- 5.2.2 Price Bid of only those tenderers will be opened who are found to meet the Pre-Qualification Criteria as per tender. Price bids will be opened with prior information to the eligible Service Provider to facilitate the presence of the Service Providers or their authorized representatives to witness the Price Bid opening.
- 5.2.3 In case of more than one L1 Bidder/Service Provider, BHEL reserves the right to seek fresh revised reduced price bids from such L1 Service Providers and ranking will be decided accordingly (read with Clause 4.3 of Tender document and other relevant clauses). Revised rates quoted should be lower than their previous quoted L1 rates. In case, the revised bids submitted by L1 Bidders are also same, then L1 Bidder shall be decided by draw of lots.

- 5.3 METHOD OF EVALUATION OF PRICES (Priority / Ranking) and CRITERIA FOR AWARD OF WORK :-** The evaluation of offer for award of work shall be on the basis of “Total Cost to BHEL excluding GST (if input tax credit available)”.

5.4 RATE FINALIZATION

- 5.4.1 BHEL will finalize the lowest quoted rates through price bid opening, for technically qualified bidders only.
- 5.4.2 Bidders are expected to quote most competitive rates/prices for execution of the work in the price bid. (Annexure V)
- However such rates quoted by the Bidders may not be the acceptable/agreeable to BHEL. In such case, BHEL reserves the right to either cancel the tender **or** further negotiate for reduction in rates/prices as per BHEL rules/policies **or** go in for re-tendering process, as it deems fit and applicable in the situation

5.5 CONTRACT PERIOD & PLACE OF WORK :-

5.5.1 Duration of contract shall be 02 Years from Date of work order/Letter of Award. However, the validity of contract may be extended for further time period on same terms and conditions of the contract based on satisfactory performance.

5.5.2 The system shall be operationalized to start E-Auction Portal within 15 days from the date of Acceptance of work order/Letter of Award.

The above period is inclusive of demo, training and customization.

The work shall be carried out for all BHEL Units/ Regions/ Divisions/Offices/Project

5.6 QUANTITY VARIATION :- The quantities given in the contract are tentative and Quantity variation may be to the extent of $\pm 30\%$ (both in plus side and minus side) as applicable. The quoted rates for item shall remain firm irrespective of any variations in the quantities. No compensation becomes payable in case the any variations in the executed quantities.

In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation.

5.7 Liquidated Damages (LD)/Penalty:

SL NO	Activity	Time Frame (Scheduled delivery date)	LD/Penalty Applicable
i)	Issue of advertisement by SERVICE PROVIDER	Within 7 days from the date of receipt of final communication from the Respective BHEL Units/ Regions/ Divisions/Offices/Project sites for the particular disposal action.	Will be levied at the rate of 0.5 % per week or part thereof for delay beyond the scheduled delivery date (as per time frame given) of the service charge applicable for the event, subject to a maximum of 10% of the applicable service charges for the event.
ii)	Due date of E-Auction	Within 10 days from the date of advertisement	
iii)	Issue of Sale/ Delivery Order by Service Provider	Within 3 working days after finalization of E-auction and completion of formalities as per Tender, in consultation with designated BHEL officials of respective BHEL units/Region/offices/Divisions /Project sites.	
iv)	Non-Availability/Disruption of Service of E-Auction Portal/	E-auction Portal should be available round the clock on 24x7 basis with full hardware, software and firmware support and should be available at same speed for 250 concurrent	Non-Availability/ Disruption of Service of E-Auction Portal beyond one day or part thereof (available for maintenance of

		users without slow down in operation speed	system) per month shall attract LD which will be levied at the rate of 0.5 % per week or part thereof for such disruption/non-availability of E-portal service on the value of the service charges applicable for the event/events which were held-up/blocked due to such disruption/non-availability, subject to a maximum of 10% of the applicable service charges for the event/events.
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5.8 TERMS FOR PRICE BID & RATE BASIS

5.8.1 Price bid is to be submitted in a separate price bid format (ANNEXURE-V).

5.8.2 The period of the contract can be extended if required by BHEL and agreed by contractor.

5.8.3 The rate quoted above shall be firm and final (excluding GST) and valid throughout the entire Contract period (including extended period on mutual acceptance, if any). No extra payments like escalation, overtime, waiting charges, etc., shall be admissible/reimbursable to Bidder/Contractor/Service Provider by BHEL on any account. Any increase of DA/ wages to the contract labour shall be absorbed by the Bidder/Contractor/Service Provider.

5.8.4 The quoted rate should be excluding GST and inclusive of all other charges, taxes, duties, etc., levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid only on submission of GST complied Invoice, compliance of GST laws and provisions, documentary evidence, etc.,

5.8.5 The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless

explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.

5.8.6 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage + Additional Wage).

5.8.7 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.

5.8.8 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.

5.9 Discrepancy in words and figure : Rates should be quotes both in figures and in words. If there is any ambiguity/discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case amount given in figures shall prevail.

If there is such a discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above line and if the bidder does not agree to the decision of BHEL or does not respond, the bid is liable to be ignored/rejected.

5.10 Instances of overwriting in price bid : Bid should be free from correction, over writings, using corrective fluid, double-writings, 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.

5.11 In case of tie-course of action to be taken : “In the course of evaluation, if more than one bidder happens to occupy L-1 status, Effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.”

5.12 PRICE DISCREPANCY: During opening of price bids (submitted through conventional method), 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.

5.13 COMPENSATION: BHEL, Bhopal shall not be liable to pay any compensation whatsoever in the case of accident/injury to the person deployed by the service provider during execution of the contract. In their own interest, Bidders may take appropriate insurance for personnel deployed for execution of work under this contract.

5.14 PAYMENT TERMS: Payment will be made after completion of work on pro-rata basis on the actual work executed after acceptance and certification of bills by dealing Engineer/ Engineer in charge/ officer-in-charge of respective Unit/Division/Project sites on behalf of BHEL.

Payment shall be made after 60 days of submission of bill complete in all respect. In **case of MSEs Payment shall be made after 45 days of submission of bill complete in all respect**

Bills should be submitted on monthly basis only, covering the auctions of the previous month. Along with bills, Service Provider has to furnish copy of the following documents for further processing of bills:

- a) The Service Provider shall submit the bill within a week after the end of each month in triplicate copies detailing the various items of actual work done during the previous month supported by the requisitions issued from time to time and a summarised statement of the work done.
- b) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- c) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- e) No advance/discounting, etc shall be paid/entertained on any account.
- f) For progress running bill payments: -The Service Provider shall, once in every month, submit to the respective Engineer/ Engineer in charge/ officer in charges separately details of their claims for the work done by them up to and including the previous month. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment/Deductions, if any, will be at the sole discretion of BHEL.
- g) Any other relevant document which is required from time to time as per BHEL/Statutory requirement.

Goods and Services tax (GST) will be payable extra by BHEL at prevailing rates and provisions, as applicable. Corresponding Income Tax/GST TDS / any other statutory deduction will be deducted as per Government norms.

LD, Penalty, security deposit, statutory compliances, any other recoveries, etc., if applicable, shall be recovered from the bills of the Service Provider whether pertaining to this contract or any other contract or execution done with BHEL

In case Input tax credit on GST to BHEL on Service Provider Invoices is delayed/denied/non-available, due to non/delayed receipt of goods/services and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recovered from vendor along with interest levied on BHEL (if any).

5.15 VALIDITY OF OFFER

The rates in the tender and the offer shall be kept valid for acceptance for a period of upto 180 days from 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.

5.16 BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

5.17 If the tender(s) is published on the last day of the contract period, the service provider shall continue the support till the completion of the said tender(s) through its portal

5.18 Service Provider shall submit bills of the service charges of sale value of actual material delivered/ disposed off separately to the concerned BHEL Units/ Regions/ offices/Divisions for settlement/ payment. GST plus other taxes if applicable prevalent at the time of transaction shall be paid extra.

5.19 Approximate number of e-Auction to be conducted in a year by all BHEL Units/ Region /offices/divisions/Project sites are 400 Nos.

5.20 Completion /Performance Certificate: The service provider shall be considered completed and closed upon completion of all contractual obligations and settlement of all bills. Upon closing of Contract, BHEL shall issue a completion /performance certificate as per standard procedure /format, based on specific request thru online system of service provider.

5.21 REVERSE AUCTION: - Shall not be applicable

5.22 Bonus clause: - Shall not be applicable.

5.23 Price Variation Compensation (PVC): Shall not be applicable

5.24 OVERRUN COMPENSATION (ORC): No ORC shall be applicable during the contract period including extended period if any.

5.25 Over-time or extra-working payment or any other compensation: Shall not be applicable.

5.26 In case of the bidder has taken over any company/firm, merged with any other company/firm or they have changed the name or business style, then the credential of the earlier company/firm will be valid when supported by channel documents signed and validated by MCA or applicable registering/competent authority to certify the mentioned business developments/changes.

5.27 ORDER OF PRECEDENCE

In case of contradiction between Special Conditions of Contract, Scope of Work, Specifications and Schedule of Rates, the following shall prevail in order of precedence:

- i) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any and its enclosures such as Schedule of Rates etc.
- ii) Scope / Specifications

iii) Special Conditions of Contract

iv) General Conditions of Contract

In case of any conflict between the General Terms & Conditions of Contract and Special Terms & Conditions of Contract, provisions contained in the Special Terms & Conditions of Contract shall prevail.

ANNEXURE-II

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,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No:,

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

Tick(v) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Firm/Company DO NOT have any relation or relatives employed in BHEL

OR

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

(i)

(ii)

Signature of the Authorised Signatory

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 including cancellation of tender.

No Deviation Declaration

(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)

I/We/M/s _____ have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation or pre-conditions what so ever.

1. I/ We/M/s unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I/We understand that in the event of imposing any condition in the technical / price bid, BHEL reserves the right to reject the tender.
2. I/ We/Ms confirm that have gone through the NIT, Instructions to tenderers, General terms & conditions, Statutory compliances and stipulations in detail and agree to comply with the requirements and intent of specification, without any deviation.
3. I /We/M/s hereby certify that all information and data furnished by me /us with regard to this Tender are true, complete and correct to the best of my/our knowledge. I/We also certify that no information with respect to this tender or any other material/relevant information impacting the Tender has been concealed or withheld by me/us.
4. I/ We/M/s confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. I /We also certify that I/We have not been barred/banned by any authority from participation in this Tender.
5. I/ We/M/s also declare that, we have not been banned, barred, suspended or black listed or issued with "Show Cause Notice" by BHEL, Bhopal or any other unit or any Govt Dept/ Govt Organisation/PSU's/Govt recognised bodies
6. I/ We/M/s confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
7. I/ We/M/s confirm that registration process for bidders shall be simple, and registration fee being collected from buyers shall not be more than Rs.20,000/- for lifetime. For one-time registration, the fee shall not be more than Rs.2,000/-. Any complaint received from buyer for not registering by Service Provider will be reviewed seriously by BHEL and may lead to termination of the contract
8. I/ We /M/s confirm that No Proxy Bidding shall be allowed in the Portal either by the Service Provider or the Buyer.
9. I/ We /M/s confirm that, after getting the order, Publicity shall be done by Service Provider in National Newspaper and Local Newspaper (near BHEL Unit & Region/offices) that Service Provider has all the facility to do E-Auction of scrap as per BHEL requirement with minimum 5 cm x 5 cm size of sale advertisement.
10. I/ We/M/s also declare that, we will furnish MIR sample format or agree for development of MIR as required by BHEL.
11. I/ We M/s confirm that, for disposal of hazardous waste, the system to allow only buyers who hold PCB Certificate to bid.
12. I/ We /M/s confirm that Portal shall be available 24X7.

13. I / We/M/s confirm that no misstatement/concealment of any facts, submissions or documents has been made, which would have a bearing on the tender process.
14. I/We/M/s declare and confirm to provide end to end service as per scope of work specified and does not include Auction Engine Rental service.
15. I/ We /M/s confirm that if any of the statement / information furnished by us in this tender is found to be false/ fake/ concealed at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.
16. I/ We,/M/s further certify that I/ we/ am/ are the duly authorized representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Yours Sincerely,
Signature of the Bidder with date & Seal

ANNEXURE-IV

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

(To be submitted to BHEL on Firm/Company Letter Head, duly sealed, signed and dated)

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

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

Date _____

AUTHORISED SIGNATORY WITH NAME & SEAL

Banker's Certification

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

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

For Use in BHEL :- Forwarded to Cheque Section, Finance Dept BHEL :-

We confirm the above details are verified with the records available with us.

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

RATE SCHEDULE**PART-II (PRICE BID)**

SL NO	Description of Work	Unit of Measurement	Tentative Value of Business Volume (in Rs.) for two year period for disposal of Scrap & Other Surplus items (A)	Unit Rate as a percentage of business volume (Excluding GST) (B)	Total Value (₹) (C=A X B)
1	WORKS CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS ACROSS ALL BHEL UNITS/ REGIONS/ DIVISIONS/ PROJECT SITES.	Value in Rupees	Rs. 320 Crores (Rupees Three Hundred Twenty Crores only)	(In figures)% (In Words) Percent only.)	(In figures) Rs..... /- (In Words) Rupees.....only.)

Note: -

- (1) The above quoted rate shall be firm and final (excluding GST, but including all other levies, charges, tax, duties, etc.,) and valid throughout the entire Contract period (including extended period on mutual acceptance, if applicable). No extra payments like escalation, overtime, waiting charges, etc., shall be admissible/reimbursable to Bidder/Contractor/Service Provider by BHEL on any account. Any increase of DA/ wages to the contract labour shall be absorbed by the Bidder/Contractor/Service Provider.
- (2) GST will be payable extra to service provider, as applicable, on above quoted rate. GST shall be reimbursable on submission of GST complied Invoice, compliance of GST laws and procedures like proper filing of returns, etc. and submission of documentary evidence
- (3) Above quoted rates should be written invariably in HINDI OR ENGLISH Language only and should be legible.
- (4) Prices to be quotes in the above format only. Any other information in above format/Price-Bid will not be considered
- (5) The rates in the tender and the offer shall be kept valid for acceptance for a period of upto 180 days from due date of offer submission (including extension, if any).
- (6) Business volume stated above is tentative and subject to variation of +/- 30%
- (7) If there is discrepancy in the rate quotes and the total value (obtained by multiplying the unit quoted rate (percent) with the business volume, the unit quoted rate (percent) shall prevail and the total value shall stand corrected accordingly, unless in the opinion of BHEL

- there is an obvious misplacement of the decimal point in the unit quoted rate, in which the total price as quoted shall govern and the unit price corrected accordingly.
- (8) Unit Rate should be quotes both in figures and in words. If there is any ambiguity/discrepancy between figures & words, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case amount given in figures shall prevail.

Yours Sincerely,
Signature of the Bidder with date & Seal